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## **Austin Chambers & Co – Landlord Lettings, Management & Compliance Guide - v.13.03.2026**

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### **1. About Austin Chambers & Co**

Austin Chambers & Co was established in 1977 by Irving Singer as a sales, lettings and commercial management agency. Over more than four decades we have successfully sold, let and managed property across Greater London and the Southeast.

The company originally traded from a small hut near High Barnet underground station. In 1981 it moved to larger premises on Woodhouse Road, Friern Barnet, and in 2002, as the firm expanded, it relocated again into our current offices at 191 Woodhouse Road, London N12.

In 1985, Richard Klein joined the firm and built up the residential sales department. Today Richard runs the sales side of the business under the Austin Chambers & Co trading name.

In 2007, Ali Khani joined Austin Chambers & Co to develop the lettings department. At that time the lettings portfolio was relatively small; it has since grown significantly and now comprises hundreds of landlords across Greater London and surrounding areas. Today Ali is responsible for the lettings and management side, trading as Khani Property Group Ltd t/a Austin Chambers & Co.

### **Key people**

- Founder (retired): Irving Singer FMARLA FNAEA Nessknoll Ltd T/a Austin Chambers & Co - Company No. 01311639
- Sales: Richard Klein MNAEA – Sales Director, RK Property Services (London) Ltd T/a Austin Chambers & Co - Company No.12515733
- Lettings & Property Management: Ali Khani MARLA ANAEA – Lettings Director, Khani Property Group Ltd t/a Austin Chambers & Co - Company No.11847556

### **Professional memberships**

Austin Chambers & Co is a member of:

- The Property Ombudsman (TPO)
- NAEA Propertymark (sales)
- ARLA Propertymark (lettings)
- An approved Client Money Protection (CMP) scheme

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We have thrived through multiple market cycles, including major recessions, by combining personal service, deep local knowledge and strong professional standards. Much of our work comes from repeat clients and recommendations, and our longstanding team offers substantial experience in the London property market.

We operate in accordance with:

- Propertymark Codes of Practice (sales and lettings),
- The Property Ombudsman's Code of Practice, and
- Relevant HMRC and Anti-Money Laundering requirements.

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## 2. Our Lettings & Management Service Levels

We offer three principal levels of service to landlords:

- **Service Level 1 – Tenant Introduction & Tenancy Compliance**
- **Service Level 2 – Tenancy Management (Rent Collection & Compliance)**
- **Service Level 3 – Full Property Management**

All service levels are designed to comply with current legislation and with the direction of renters' rights reforms expected to come into force from 1 May 2026. We will keep our procedures and documentation under review as secondary legislation and guidance are finalised and will always act in accordance with the law in force at the relevant time.

### 2.1 Overview of Service Levels

#### Service Level 1 – Tenant Introduction & Tenancy Compliance

For landlords who want us to:

- Market the property and introduce a suitable tenant;
- Set up the tenancy correctly and lawfully; and
- Provide **ongoing compliance support** throughout the tenancy.

Key elements:

- Marketing, viewings, referencing, Right to Rent checks (where we are responsible);
- Drafting and execution of the tenancy agreement;
- Coordinating initial monies and deposit protection (where instructed);
- Ensuring prescribed documents and safety requirements are in place at the start;
- **Continuing Tenancy Compliance** support for the life of the tenancy.

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## Service Level 2 – Tenancy Management (Rent Collection & Compliance)

Includes everything in Service Level 1, plus:

- Monthly rent collection and accounting;
- Arrears monitoring, reminders and communication;
- Being the main contact point for tenancy-related queries;
- Preparing and serving (on your instructions and where lawful) rent review and possession notices using the correct forms in force at the time.

Repairs are normally handled by you, but can be added by separate agreement.

## Service Level 3 – Full Property Management

Includes everything in Service Levels 1 and 2, plus:

- Coordinating day-to-day repairs and maintenance;
- Holding and operating a repairs reserve fund (float);
- Authorising works up to an agreed limit without prior reference to you to prevent delays;
- Periodic property inspections and written condition reports;
- Arranging safety checks and remedial works (gas, EICR, alarms, legionella, etc.);
- Managing check-in/check-out, deposit negotiations and disputes;
- Additional support for licensable HMOs where we act as the named manager.

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## 3. Fees & How We Charge (incl. VAT)

Our fees are **transparent and service-based**. We do not operate “renewal fees” in the traditional sense; instead, our ongoing fees reflect the continuing professional work we do for you over the life of each tenancy.

All percentages below are **inclusive of VAT (20%)** unless stated otherwise.

### 3.1 Service Level 1 – Tenant Introduction & Tenancy Compliance

This service includes our **Continuing Tenancy Compliance Service** as standard. We do not offer a one-off “tenant find only” product without ongoing compliance.

#### 3.1.1 Tenant Introduction Fee (one-off, initial letting)

Calculated on the rent for the **initial fixed term**:

- Sole / Joint Sole Agency: **8.4%** of the initial fixed term’s rent (7% + VAT)

- Multi-Agency: **9.6%** of the initial fixed term's rent (8% + VAT)
- **Minimum fee:** £1,200.00 inc. VAT

Payable when the tenancy agreement is executed (or at the point of lawful contract formation under the law in force).

### 3.1.2 Continuing Tenancy Compliance Fee (annual)

For as long as:

- The tenant we introduced (or a replacement introduced via that tenant) remains in occupation; **and**
- Our appointment for Service Level 1 remains in place,

we charge a **Continuing Tenancy Compliance Fee** of:

- **6% of the annual rent** (5% + VAT), invoiced once per **12-month period**.

This is a **service fee**, not a renewal fee, and applies whether the tenancy:

- Is renewed on a new fixed-term agreement; or
- Continues as a periodic tenancy under the law in force at the time.

The Continuing Tenancy Compliance Service covers:

- Ongoing updates and guidance on lettings legislation and regulatory changes;
- Assistance with statutory notices and prescribed information during the tenancy;
- Pre-checks of compliance documents before serving notices (e.g. possession or rent variation notices);
- Support with deposit scheme documentation at the end of the tenancy.

### 3.2 Service Level 2 – Tenancy Management (Rent Collection & Compliance)

In addition to Service Level 1 (including Continuing Tenancy Compliance), we manage rent collection and tenancy administration.

- **Annual Management Fee: 10.8%** of the annual rent (9% + VAT).
- Invoiced at tenancy commencement and on each anniversary while:
  - We provide this service; and
  - The tenant remains in occupation.

This fee covers:

- Collection of rent and remittance to you;

- Rent statements;
- Arrears monitoring and standard arrears correspondence;
- Day-to-day tenancy administration and tenant enquiries;
- Preparation and service (on your instructions) of lawful rent increase and possession notices using forms valid at the time.

Repairs and contractor management are not included as standard at this level but can be added by separate written agreement, with charges set out in the Landlord Fees Schedule.

### 3.3 Service Level 3 – Full Property Management

This is our most comprehensive service level.

- **Annual Full Management Fee: 14.4%** of the annual rent (12% + VAT).
- **Licensable HMO Supplement:** additional **2.4%** of annual rent (2% + VAT) where we are the named HMO manager under a Local Authority licence.

Fees are invoiced at tenancy commencement and on each anniversary while:

- We provide this service; and
- The tenant remains in occupation.

The Full Management fee includes:

- All services under Service Levels 1 and 2;
- Day-to-day repair and maintenance coordination;
- Operation of a repairs reserve fund (float);
- Authorisation of works up to an agreed limit without prior reference to you;
- Periodic inspections and written condition reports;
- Coordination of statutory safety checks and, if instructed, remedial works;
- Check-in/check-out administration;
- Deposit negotiation and assistance with disputes (where we protect/hold the deposit);
- Additional HMO management duties where we are named manager.

### 3.4 Additional Fees & Charges

Certain tasks are **not** included in the core percentage fees and are charged separately, for example:

- Gas Safety Certificates;

- Electrical Installation Condition Reports (EICRs);
- EPCs;
- Legionella risk assessments;
- Installation/testing of smoke and CO alarms;
- Inventories, check-ins and check-outs;
- Extra property visits beyond the standard included inspections;
- Coordination of major works or refurbishment;
- HMO licence application work;
- Debtor management beyond standard arrears letters;
- Deposit dispute preparation beyond our standard involvement;
- HMRC reporting for non-resident landlords;
- Court attendance or preparation of witness statements.

All such charges are detailed separately in our **Landlord Fees Schedule (Document 2)**, which forms part of our Terms of Business. We will always make these clear and obtain your authority before incurring chargeable work on your behalf, except in genuine emergencies or where we must act to comply with legal obligations and you cannot be contacted in time.

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This is the **first block** of your new, merged guide:

- Section 1 – About AC
- Section 2 – Service Levels (overview)
- Section 3 – Fees

Next, I will provide **Section 4 onwards** in the same way (separate message so we stay within limits), covering:

4. Legal & Compliance Overview
5. Deposits, Rent & Client Money Handling
6. Tenancy Lifecycle & Notices

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#### 4. Legal & Compliance Overview

Letting residential property in England is heavily regulated. While we are not solicitors or tax advisers, our role is to:

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- Help you comply with the law in practice;
- Keep our processes aligned with current guidance from **ARLA Propertymark**, **NAEA Propertymark**, **The Property Ombudsman (TPO)** and **HMRC**; and
- Signpost you to specialist legal or tax advice where appropriate.

Where the law changes after publication of this guide (including under the Renters' Rights Act expected from 1 May 2026), we will:

- Update our internal procedures and templates; and
- Apply the **law in force at the time of the event**, even if specific wording in this guide later needs revision.

#### 4.1 Key Areas of Law (non-exhaustive)

Among the main legal and regulatory frameworks affecting landlords are:

- **Housing Act 1988 & amendments** – Assured and Assured Shorthold Tenancies (ASTs), statutory grounds for possession.
- **Deregulation Act 2015** – conditions for valid notices and protection against retaliatory eviction.
- **Housing Act 2004** – tenancy deposit protection and the HMO licensing framework.
- **Tenant Fees Act 2019** – bans most tenant fees; defines permitted payments and caps for deposits.
- **Landlord & Tenant Act 1985** and **Homes (Fitness for Human Habitation) Act 2018** – requirements to keep properties safe, in repair and fit for human habitation.
- **Gas Safety (Installation and Use) Regulations 1998** – annual gas safety checks where gas is present.
- **Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020** – EICR at least every 5 years, and sooner if recommended.
- **Smoke and Carbon Monoxide Alarm (England) Regulations** – minimum alarm requirements and testing at tenancy start.
- **Housing and renters' rights reforms (from 1 May 2026)** – including changes to tenancy types and the process/grounds for regaining possession.
- **Immigration Act 2014** – Right to Rent checks on adult occupiers.
- **Data Protection law (UK GDPR & Data Protection Act 2018)** – handling personal data lawfully and securely.

- **Anti-Money Laundering Regulations** – identity checks and, in some circumstances, source-of-funds checks.
- **HMRC Non-Resident Landlords Scheme & UK tax rules** – treatment of rental income for UK and non-UK resident landlords.

We design our systems to be consistent with:

- Propertymark codes of practice;
- TPO Codes of Practice;
- CMP and client-money rules;
- Applicable legislation and statutory guidance.

#### 4.2 Landlord Responsibilities – Summary

Even when you instruct us, **in law you remain the landlord** and retain ultimate responsibility to:

- Let only properties that are **safe and fit for human habitation** at the start and throughout the tenancy.
- Maintain the **structure and exterior** of the property.
- Keep installations for **gas, electricity, water, sanitation and heating** in safe working order.
- Provide and maintain valid, up-to-date:
  - EPC (currently minimum rating E unless exempt, or such higher standard as may be introduced);
  - Gas Safety Record annually (where gas is present);
  - EICR at least every 5 years;
  - Smoke alarms on each floor and CO alarms where required, tested on the first day of each new tenancy;
  - Legionella risk assessment and reasonable control measures.
- Comply with any **licensing requirements** (HMO, additional or selective licensing).
- Ensure any furniture and furnishings you supply comply with **fire safety standards**.
- Comply with **Right to Rent** legislation where you, rather than we, undertake the checks.
- Comply with **UK tax law**, including the Non-Resident Landlords Scheme where applicable.

- Maintain adequate **buildings, contents (where appropriate) and liability insurance**, and notify your insurer and lender of any letting.

We can, under our different service levels:

- Arrange many of these compliance tasks on your behalf;
- Monitor expiry dates and prompt you for renewals;
- Hold and share certificates with tenants.

Responsibility in law remains with you. Where we reasonably believe a property is unsafe or unlawfully let, we may:

- Refuse or suspend marketing;
- Decline to serve possession or rent-increase notices; and
- Recommend that you take urgent steps before continuing.

#### 4.3 Renters' Rights – Our Approach

We support renters' rights and design our processes to protect both landlord and tenant. Tenants are entitled to:

- A home that is safe, in good repair and fit for human habitation.
- Protection of their deposit in an approved scheme and receipt of prescribed information.
- Key documents at the outset, such as EPC, gas safety record, EICR (where required), and the latest How to Rent guide.
- Fair and transparent handling of rent increases and deposit deductions.
- Proper legal notice and due process if you seek to regain possession.
- Protection against unlawful and retaliatory eviction.
- Access to independent dispute resolution regarding deposit deductions.

Our membership of **ARLA Propertymark** and **TPO** commits us to:

- Fair dealing with tenants as well as landlords;
- Clear and accurate information;
- Robust in-house complaints handling and access to independent redress.

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## 5. Deposits, Rent & Client Money Handling

### 5.1 Tenancy Deposits

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### 5.1.1 Amount of Deposit

Under the Tenant Fees Act 2019, most tenancy deposits are capped as follows:

- Up to **five weeks' rent** where the annual rent is under £50,000.
- Up to **six weeks' rent** where the annual rent is £50,000 or above.

We will advise you on the appropriate deposit figure and ensure it complies with current law.

### 5.1.2 Holding & Protecting Deposits

Unless otherwise agreed in writing:

- We collect the tenancy deposit at the start of the tenancy and hold it as **stakeholder** in our client account.
- Where instructed, we will:
  - Protect the deposit with **MyDeposits** (insurance-backed scheme) within 30 days of receipt; and
  - Serve the statutory **prescribed information** and scheme leaflet to the tenant(s) and any relevant person within the legal deadline.

If **you choose** to protect and/or hold the deposit yourself:

- You are solely responsible for:
  - Protecting the deposit in an authorised scheme within the legal time limit;
  - Serving all prescribed information correctly and on time;
  - Complying with the scheme's rules throughout the tenancy;
  - Handling any adjudication or court claim.
- You agree to indemnify us for any loss, penalty, costs or claim arising from your failure to comply.

### 5.1.3 At the End of the Tenancy

Where we hold/protect the deposit:

- We will obtain or arrange a check-out report (where an independent inventory and check-in/check-out service has been used).
- We will:
  - Compare the check-out to the original inventory and check-in;
  - Discuss any proposed deductions with you;
  - Seek to negotiate an agreement with the tenant.

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- Where agreement is reached:
  - We release the agreed sums to you and refund the balance to the tenant.
- Where no agreement is reached:
  - We will assist in submitting the dispute to the scheme's **Alternative Dispute Resolution (ADR)** service and provide evidence we hold.

We strongly recommend that all landlords use an **independent professional inventory and check-in/check-out** service so that any deductions can be more easily justified and supported if disputed.

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## 5.2 Rent, Arrears & Debtor Management

### 5.2.1 Rent Collection

Under Service Levels **2 and 3** we:

- Collect rent from the tenant, normally by standing order or bank transfer.
- Hold rent in a **segregated client account** under CMP rules.
- Remit cleared funds to you, less any agreed deductions and our fees, typically within **5 working days** of receipt (unless otherwise agreed in writing).
- Provide statements showing rent received and deductions made.

Under Service Level 1, you normally collect rent directly from the tenant. We remain involved in compliance matters and can provide guidance if issues arise.

### 5.2.2 Arrears Procedure

Where a tenant falls into arrears and we collect rent:

- We monitor payments and send arrears reminders at appropriate intervals (typically after 7, 14 and 21 days).
- We inform you of arrears and discuss:
  - The likely cause (if known);
  - Possible payment arrangements;
  - Whether further action, such as involving guarantors or moving towards possession proceedings, is recommended.
- We can, on your instructions, prepare and serve the appropriate **statutory or contractual notices** to seek possession or enforce payment, using the forms valid at the time.

### 5.2.3 Debtor Management Service

Where arrears become significant or persistent, you may instruct our **Debtor Management Service** (additional fees apply – see Landlord Fees Schedule). This service can include:

- Intensified contact attempts by phone/email/post;
- Gathering background on the tenant’s circumstances where possible;
- Preparing a comprehensive arrears history and file for your solicitor;
- Liaising with your chosen solicitor regarding documentation and evidence;
- Attending court as a factual witness, if required (fees and disbursements will apply).

We are not responsible for the outcome of any court proceedings or for recovering all, or any, outstanding sums. Our role is to assist, document and coordinate in line with Propertymark and TPO standards.

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### 5.3 Client Money Protection & Accounting

We:

- Hold all client money (rents, deposits, reserve funds) in **separate client accounts** distinct from our own funds.
- Operate in full compliance with our **Client Money Protection (CMP)** scheme and Propertymark’s client-money rules.
- Reconcile client accounts regularly and maintain appropriate audit trails.
- Retain financial records in line with legal and regulatory requirements.
- Can, on request, provide **annual rent statements** to assist with your tax affairs (see Landlord Fees Schedule for any applicable fee).

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## 6. Tenancy Lifecycle & Notices

Because the Renters’ Rights Act is expected to reform tenancy structures and the routes to possession, this section is written on a **principles basis**. We will always follow the law in force at the relevant time, including any replacement of current Section 21 and Section 8 routes.

### 6.1 Before the Tenancy

Before a tenant moves in we will, according to your chosen service level:

- Confirm your authority to let:
  - Ownership;

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- Lender consent (where the property is mortgaged);
- Freeholder consent (where leasehold, if required).
- Check whether any **licence** is required (e.g. HMO, additional or selective licensing) and advise that you must obtain and maintain the correct licence(s) where applicable.
- Advise on works required to:
  - Meet minimum legal standards (e.g. fitness for human habitation, safety standards);
  - Help achieve the best rental value and target tenant profile.
- Ensure that, where instructed and applicable:
  - A valid **EPC** is in place and provided to applicants/tenants;
  - A current **Gas Safety Certificate** is in place (where gas is present);
  - A valid **EICR** is in place;
  - Smoke alarms and CO alarms (where required) are installed and tested at tenancy start;
  - A **Legionella risk assessment** has been completed and risk managed;
  - The latest **How to Rent** guide and any other prescribed information are served.
- Arrange referencing and **Right to Rent** checks in accordance with the law.
- Draft and agree a tenancy agreement consistent with current legislation and codes of practice.
- Collect initial rent and deposit and arrange for deposit protection (where instructed).

We will not complete a tenancy where:

- We reasonably believe the property is unsafe or unlawfully let; or
- Mandatory documents (e.g. gas safety, EICR, EPC, licence) are missing and you refuse to address this.

## 6.2 During the Tenancy

During the tenancy we will, according to service level:

- **Service Level 1**
  - Continue to support you with compliance queries;
  - Help you keep track of key renewals (gas, EICR, licence, etc.);
  - Provide documentation support for notices (rent review, possession, variations).

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- **Service Level 2**
  - All of the above;
  - Collect rent and manage arrears;
  - Handle day-to-day tenancy administration and communication with the tenant.
- **Service Level 3**
  - All of the above;
  - Coordinate day-to-day repairs and maintenance;
  - Arrange periodic inspections (typically once or twice per year) and send you reports;
  - Coordinate statutory safety checks and remedial works where instructed;
  - Administer check-ins and check-outs.

We will make reasonable efforts to obtain your approval before committing to significant expenditure, except:

- Where there is an **emergency** or serious safety issue; and
- We cannot reach you in time; and
- A delay would be likely to cause harm or significant damage.

In those rare cases we may act as an **Agent of Necessity**, arranging essential works and recovering the cost from rent or from you.

### 6.3 Rent Changes

Where the tenancy agreement or legislation allows, we can, on your instructions:

- Review the rent against current market conditions;
- Advise on a realistic and lawful rent adjustment;
- Prepare and serve an appropriate **rent variation notice** (e.g. contractual review or statutory notice for a periodic tenancy, using the prescribed form in force at the time).

Before serving any rent-related notice we will:

- Check that critical compliance pre-conditions (deposit protection, gas safety, EICR, EPC, licensing, How to Rent, etc.) are satisfied;
- Flag any issues that might affect the validity of the notice or increase your risk.

### 6.4 Ending Tenancies & Seeking Possession

The precise forms and grounds for possession are subject to change under the Renters' Rights Act. Our commitment is to:

- Use only the **current, legally valid notices and grounds** at the time action is taken;
- Check compliance pre-conditions before issuing any notice seeking possession;
- Act only on your **clear written instructions**.

We will:

- Prepare and serve notices (for example, notices seeking possession, notices citing specific statutory grounds) on your behalf where we are satisfied they are lawful and consistent with codes of practice.
- Recommend that you take **independent legal advice** from a specialist landlord & tenant solicitor before commencing or defending any court proceedings.
- Provide documentation and statements to your solicitor to assist with claims, if instructed (fees may apply for detailed preparation or court attendance).

We will not:

- Serve notices or assist with possession where we reasonably believe:
  - You are attempting to evict a tenant unlawfully or retaliatorily (e.g. because they have raised legitimate repair issues); or
  - Serving notice would clearly breach current law or TPO/Propertymark codes.

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## 7. Houses in Multiple Occupation (HMOs) & Specialist Properties

Some properties require additional management and compliance because they are classed as **Houses in Multiple Occupation (HMOs)** or are subject to **selective/additional licensing** by the local authority.

### 7.1 What is an HMO?

Broadly, a property is likely to be an HMO if:

- It is occupied by **three or more people** forming **two or more households** (i.e. not all related); **and**
- Occupiers share basic facilities such as:
  - kitchen;
  - bathroom; or

- toilet.

A **household** usually means members of the same family (including couples, step-relations, adoption and certain long-term arrangements).

In addition, some **converted buildings** or **blocks of flats** may be treated as HMOs if:

- They were converted into self-contained flats that do not comply with the 1991 Building Regulations; or
- Less than two-thirds of the flats are owner-occupied.

The precise definition and licensing requirements can vary by local authority. We will advise you if we believe your property may fall within the HMO framework, but you remain legally responsible for ensuring the correct classification and licensing.

## 7.2 Licensing

HMOs may require a licence from the local authority where, for example:

- There are **5 or more occupants** forming **2 or more households**; and/or
- The property meets specific criteria in that council's **mandatory, additional or selective licensing** schemes.

Local authorities can and do change licensing rules. You must:

- Check with the local authority whether a **licence is required**;
- Apply for and maintain the licence if required;
- Comply with all licence conditions (e.g. amenity standards, fire safety, management standards, documentation, inspections).

We can:

- Assist with licence applications and renewals (local authority fees and our application fee apply – see Landlord Fees Schedule);
- Help you interpret licence conditions;
- Coordinate works required to bring the property up to standard, subject to your approval and funding.

## 7.3 Our Role as HMO Manager (Service Level 3)

Where:

- The property is a **licensable HMO**; and
- We are appointed under **Service Level 3 – Full Property Management**; and
- We are named as the **HMO manager or licence holder**,

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we will, as part of the management service:

- Maintain appropriate records (tenancy details, safety checks, inspection logs) to satisfy licence conditions;
- Coordinate:
  - Electrical Installation Condition Reports (EICRs) as required;
  - Fire alarm and emergency lighting inspections (where present);
  - Smoke/heat/CO detector testing arrangements;
  - Any additional safety or amenity checks required by the licence;
- Advise you promptly where we become aware of:
  - Hazards or defects;
  - Conditions likely to breach your licence obligations;
  - Action required by the local authority.

We will only agree to be named as HMO manager where we are satisfied that:

- The property can meet the necessary standards; and
- You are willing and able to fund required works.

Where you prefer to handle certain aspects yourself, we will set out a clear division of responsibilities in writing.

#### 7.4 Loft Conversions & Building Regulations

If your property includes a loft conversion or significant structural alterations:

- You must ensure that:
  - Appropriate **planning permission** was obtained (where required); and
  - The works comply with **Building Regulations** (including fire safety and means of escape).

We will normally **refuse instructions** to let or manage where:

- There is evidence that a loft conversion or structural alteration is not compliant; or
- We reasonably believe there is a serious safety or regulatory breach; and
- You are unwilling to address the issue.

We may request copies of building control completion certificates or other evidence before marketing.

## 8. Local Housing Allowance (LHA) & Assisted Schemes

We are experienced in letting to tenants who receive **Local Housing Allowance (LHA)** or similar housing benefits, as well as working with **local authority assisted schemes**.

### 8.1 Local Housing Allowance (LHA)

Key points:

- LHA is a **means-tested housing benefit** that helps eligible tenants with rent.
- The amount depends on:
  - Local Housing Allowance rates for the **Broad Market Rental Area**;
  - The tenant's household size;
  - Their income and circumstances.
- Benefit is **usually paid direct to the tenant**, who is then responsible for paying rent to you/us. In some cases, the local authority may agree to pay benefit direct to you where:
  - The tenant is vulnerable; or
  - There are significant rent arrears (normally at least 8 weeks).

We will:

- Tell you if an applicant is in receipt of, or likely to claim, LHA or similar benefits;
- Explain any known local policies regarding direct payments and support;
- Apply the same arrears and debtor management processes for LHA tenancies as for others where we collect rent.

You should note:

- LHA may not always cover the full contractual rent; the tenant remains liable for any shortfall.
- Changes in the tenant's circumstances can alter or stop payments. This may affect arrears risk.

### 8.2 Private Rent Assisted & Nominated Schemes

Some local authorities operate **private rented sector access schemes** for households who are homeless or at risk of homelessness. Support may include:

- Deposit bonds or guarantees;
- Rent in advance;

- Ongoing tenancy sustainment support;
- Named liaison officers.

Where we are offered tenants through such schemes, we will:

- Explain to you in writing what support and guarantees are proposed;
- Clarify how rent is to be paid (by the tenant or direct from the council);
- Confirm which of our service levels and fees apply;
- Ensure the tenancy agreement reflects any specific arrangements.

Participation in such schemes is at your discretion, and we will only proceed on your written instructions.

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## 9. Rent Guarantee Scheme (RGS)

We offer a **Rent Guarantee Scheme (RGS)** to enhance your protection against rent arrears, subject to eligibility, underwriting and separate scheme terms.

### **Commission disclosure:**

*Where we arrange a Rent Guarantee insurance policy for you, we may receive a small commission or administration fee from the insurance provider. This does not increase the premium you pay but is paid by the provider to us in recognition of the work we do in arranging and administering the policy. We are happy to disclose details of any such payment on request.*

### 9.1 Availability & Eligibility

The RGS is:

- Only available where:
  - We collect rent on a monthly basis (**Service Level 2 or 3**); and
  - Our referencing and underwriting criteria are met.
- Subject to:
  - Satisfactory referencing of the tenant (and guarantor, if applicable);
  - A minimum deposit (typically not less than one month's rent, within legal caps);
  - A professional inventory and independent check-in/check-out;
  - Our approval of the tenancy terms;
  - Ongoing compliance with safety and documentation requirements.

If, after reviewing references and the proposed tenancy structure, we decline to provide Rent Guarantee for a tenant, this:

- Does **not** mean the tenant has “failed” references;
- Means that, in our judgement, they do not meet the risk profile required for this insurance-based product.

We will share the relevant profile information with you so you can still make an informed decision on whether to proceed with the tenancy without RGS, or with alternative protections (e.g. guarantor, rent in advance).

### 9.2 What the Scheme Covers (summary)

Full details are set out in the **Rent Guarantee Scheme Terms**, which are provided separately. In summary, where the scheme is in place and conditions are met:

- The insurer (or we, under an insured scheme) will ensure that **net rent** (up to an agreed maximum per month) is paid to you for a defined period in the event that the tenant falls into arrears, typically:
  - For as long as the tenancy continues and the policy remains in force; or
  - Up to a maximum number of months/claim period; or
  - Until vacant possession is obtained, whichever is the sooner and always subject to policy terms and conditions.

We will:

- Monitor rent payments;
- Trigger the claim process where conditions are met;
- Coordinate with the insurer and/or solicitors regarding possession proceedings and debt recovery;
- Remit guaranteed rent to you net of any agreed fees and charges.

This is an **insurance-based product** and is not a substitute for legal compliance. Compliance failures (e.g. deposit not protected correctly, missing gas or EICR, invalid notices) can prevent lawful possession action and may prejudice cover.

### 9.3 Key Conditions (illustrative, not exhaustive)

Conditions typically include (please see current scheme terms for full list):

- The tenant and any guarantor have passed our referencing and RGS underwriting checks.

- The tenancy agreement used is our **standard form**, executed by us, without unauthorised amendments affecting possession or rent recovery provisions.
- All pre-tenancy compliance steps are in place and evidenced (deposit protection, gas safety, EICR, EPC, How to Rent, relevant licences).
- You instruct us to act promptly on arrears and follow our advice on notices and legal action.
- We collect and control rent payments; you do not make separate private rent collection arrangements with the tenant.
- You do not have a duplicate rent guarantee or legal expenses policy which would create a conflict or double insurance situation.
- You keep up to date with all payments due to us and to any RGS provider.

If you choose to instruct your **own solicitor** instead of the scheme's nominated panel solicitors, or do not follow required procedures, cover may be affected or cease, depending on the policy terms.

We will always provide you with:

- The **current RGS summary**;
- The full **policy terms and conditions**;
- Clear information on all costs **and any commission we receive**, before you decide whether to take up RGS.

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## 10. AML, HMRC & Other Professional Services

### 10.1 Anti-Money Laundering (AML) & Identity Checks

We are subject to **Anti-Money Laundering Regulations**. This means that before we can market or let a property, or remit funds, we must:

- Identify our landlord clients;
- In some cases, establish beneficial ownership;
- In higher-risk situations, verify the **source of funds**.

We will ask you to provide:

- **Primary ID** – e.g. valid passport, photocard driving licence, HM Forces ID;
- **Secondary ID / proof of address** – e.g. recent utility bill, bank statement, council tax bill, or mortgage statement.

If:

- You are a company or trust, or
- There are complex ownership structures,

we may require further documentation (e.g. incorporation documents, shareholder registers, trust deeds).

We cannot lawfully proceed or release funds where AML requirements are not satisfied. This is both a legal requirement and part of our Propertymark and TPO obligations.

### 10.2 HMRC & Non-Resident Landlords

If you are **non-resident for UK tax purposes** (including UK nationals living abroad), HMRC's **Non-Resident Landlords Scheme (NRLS)** may require us to:

- Deduct basic rate tax from rental income we collect; and
- Remit it to HMRC on your behalf,

unless HMRC has authorised us to pay rent to you **gross**.

You should:

- Notify us if you are or may become non-UK resident;
- Apply to HMRC for approval to receive rent gross (form **NRL1**, or equivalent for companies).

Until HMRC confirms to us in writing that you may be paid gross, we are legally obliged to deduct tax where the scheme applies.

You remain responsible for:

- Declaring rental income to HMRC;
- Paying any tax due;
- Taking tax advice appropriate to your circumstances.

We can provide you, or your accountant, with **annual rent statements** (see Landlord Fees Schedule for any applicable charge).

### 10.3 Other Professional Services & Referral Fees

Through our network we can introduce you to:

- **Sales agency services** (Austin Chambers & Co – sales).
- **Mortgage and finance advisers** experienced in buy-to-let and portfolio lending.

- **Surveyors and valuers** (e.g. RICS-qualified) for building surveys, valuations and related reports.
- **Conveyancers and solicitors** experienced in residential sales and landlord & tenant work.

**Referral/commission disclosure:**

Where we refer you to third-party providers (including but not limited to mortgage advisers, insurers, legal services or surveyors), we may receive a referral fee or commission.

- This does not increase the price you pay for those services.
- We only refer to firms we reasonably believe are competent and appropriate for your needs.
- We will disclose the existence of any such referral fee or commission in accordance with TPO and Propertymark requirements and can provide details on request.

You are under no obligation to use any third-party services we recommend. You are free to choose your own providers at any time.

## 11. Interpretations & Definitions

For clarity, in this guide and in our Terms of Business:

- **Agent / We / Us** – Khani Property Group Ltd t/a Austin Chambers & Co, and any associated trading names, acting as your agent.
- **Landlord / You** – the person(s), company or body entitled to receive rent and to possession of the property at the end of the tenancy. Where there is more than one, obligations are **joint and several**.
- **Tenant** – the person(s) named as tenant in the tenancy agreement and any lawful successor tenants.
- **Property** – the residential property (and any included grounds, fixtures and contents) which you have instructed us to let or manage.
- **Tenancy** – the agreement under which the Tenant is granted the right to occupy the Property, usually an Assured Shorthold Tenancy or such other tenancy or licence as is lawful and appropriate at the time.
- **Rent** – the contractual rent payable by the Tenant under the tenancy agreement, excluding deposit and permitted fees.
- **Deposit** – a sum taken from the Tenant as security against breaches of the tenancy, including damage, cleaning, missing items and unpaid rent, subject to statutory caps and deposit protection rules.

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- **Service Levels 1, 2, 3** – the three packages described in Section 2 of this guide and defined in your signed Terms of Business.
- **Annual Rent** – for fee-calculation purposes, the rent payable for 12 months at the current contractual rate, regardless of payment frequency.
- **CMP** – Client Money Protection scheme of which we are a member, providing protection in relation to client funds held by us.
- **HMO** – House in Multiple Occupation as defined by the Housing Act 2004 and any subsequent amendments and local regulations.
- **RGS** – our Rent Guarantee Scheme, where applicable, subject to separate terms and conditions and any associated insurance policy.
- **Law in force** – the legislation, regulations and binding statutory guidance applicable in England at the time an act is carried out (e.g. notice service, tenancy creation).

Where anything in this guide conflicts with **mandatory law**, the law will prevail. Where anything conflicts with your signed **Terms of Business** for a specific instruction, the Terms of Business will usually take precedence, provided they are compliant with law and codes of practice.