# Essential Terms and Charges

HARVEY W. JAMES
LETTINGS AND PROPERTY MANAGEMENT

**OCT2026 V2.4.1**

## How to use this document

What this document is. This is the Essential Terms and Charges document for Harvey W James (HWJ) as a Renters' Rights Act 2025-aligned letting agency in England. It is a living document that consolidates HWJ's operational policies, statutory framework, Goodlord platform touchpoints, Lettspay platform touchpoints, and tenancy-agreement parallel content into a single canonical knowledge base. Read it in the order that suits your role.

Stable IDs. Every body section header carries a Stable ID in square brackets (e.g. [PET-001], [POSSESSION-001], [APPLY-005]). Stable IDs are designed to be stable across future versions: section numbers may renumber as the doc evolves, but the Stable ID for a given topic stays the same. Cite Stable IDs in correspondence, in HWJ's ATLAS / Athena / Archie agent fleet, and in any cross-reference between this doc and other HWJ artefacts.

Audience tags. Every body section header also carries an audience tag indicating who the section is primarily addressed to: [LANDLORD] for landlord clients; [TENANT] for tenants; [STAFF] for HWJ staff; [ALL] where it is equally relevant to all three. Some sections carry multiple tags, e.g. [TENANT][STAFF]. Use the audience tags to skim — landlord clients can focus on [LANDLORD] and [ALL] sections; tenants on [TENANT] and [ALL]; staff and agents on everything.

Where to start. Read this section by audience: tenants should read Section 12 [TENANCY-001] (Tenant Rights at a Glance) first; landlord clients should read Section 13 [TENANCY-002] (Landlord Obligations at a Glance) and Section 8 [FEES-001] (Service Fees) first; HWJ staff should read Section 11 [FEES-004] (Appointment), Section 11.5 [AGENCY-010] (Goodlord platform), Section 11.6 [FEES-004-A] (Lettspay), and Section 26 [APPLY-001] (Referencing) for the operational backbone.

Goodlord and Lettspay. Section 11.5 introduces Goodlord (HWJ's tenant-facing platform) and Section 11.6 introduces Lettspay (HWJ's landlord-facing client accounting platform). Together, the two platforms form HWJ's operational backbone. Where Goodlord publishes a doc update, the relevant section in this Essential Terms doc becomes the place where the change is reflected and re-distributed. We do not maintain separate Goodlord PDFs in our knowledge base.

Cross-reference convention. Cross-references throughout the doc use the format "Section N [STABLE-ID]" where N is the current section number and the bracketed ID is the Stable ID. Both work for navigation; the Stable ID is the canonical reference. Where you see a Section 13 reference (HA1988 s.13 rent review), a Section 8 reference (HA1988 s.8 grounds for possession), or other statutory citation, the citation is to the Housing Act 1988 (or other named statute), not to a section of this Essential Terms doc.

When to stop and escalate. Stop and refer to Section 23.4 [RENTADV-002] for any voluntary-upfront-prepayment scenario; Section 26.11 [APPLY-007] for any sanctions-list match; Section 46.X [COMPLY-003-A] for any emergency or significant hazard report; Section 77.X [REDRESS-002-A] for any tenant complaint. These are operational fast-paths that staff should escalate, not handle case-by-case.

If you find an error or contradiction. If you spot a contradiction between this doc and a Goodlord doc, a Lettspay screen, or a tenancy agreement, refer to a director (Harvey or Warren) before acting. Use the harvey@harveywjames.com email to flag the inconsistency for the next version of this doc.

For AI agents reading this document

Audience for this section. The notes below are written for AI assistants and chatbots that retrieve from this document — for example, a tenant-facing web chat, a staff knowledge base, or a property-management copilot. Human readers can skip ahead to the Change Log.

Stable IDs are the canonical anchor. Every numbered section in the body carries a bracketed Stable ID like [PET-001], [POSSESSION-001], or [APPLY-001-A]. Stable IDs are unique within this document, stable across versions, and semantically named. When you cite this document in an answer to a user, prefer the Stable ID over the section number — section numbers may shift between versions, but Stable IDs do not.

Audience tags drive filtering. Every section header carries one or more audience tags: [LANDLORD], [TENANT], [STAFF], or [ALL]. When you answer a tenant query, do not surface [LANDLORD]-only material as guidance; when you answer a landlord query, do not surface [TENANT]-only material. Subsections without their own audience tag inherit from their parent section.

Cross-reference convention. Cross-references in the body take the form "Section N [STABLE-ID]" — for example, "Section 33 [PET-001]". Always resolve cross-references using the Stable ID, not the number.

Indices to use first. The Topic Index near the end of the document maps cross-cutting topics ("deposit", "rent review", "Section 21", "Awaab's Law") to every Stable ID that touches them — useful when a user asks a topic-shaped question. The Scenario Index lists sixteen common operational scenarios in question form, each with the Stable IDs to consult — useful when a user asks a problem-shaped question. The FAQ in Appendix D answers the most common chat queries directly with the canonical Stable ID for follow-up.

Glossary. Appendix C defines every acronym and platform name used in this document. If you retrieve a chunk that contains an unfamiliar acronym, the Glossary chunk will resolve it.

Statutory authority. Statutory references in this document represent Harvey W James' operational understanding of the Renters' Rights Act 2025 (chapter 26) as enacted on 27 October 2025, read against the Statute Law Database text current at 12 September 2026 (the Act and the Tenant Fees Act 2019 as revised to 22 June 2026; the Housing Act 1988 and the Landlord and Tenant Act 1985 to 29 June 2026; the Housing Act 2004 to 22 June 2026; the Housing and Planning Act 2016 to 23 July 2026) and GOV.UK's implementation roadmap of 13 November 2025 and its later announcements (citations first made in v2.4.0 were read on legislation.gov.uk on 6 October 2026). Where a user disputes a citation, refer them to legislation.gov.uk for the published Act text and to MHCLG's "Grounds for possession: guidance for landlords and letting agents" for operational interpretation. Nothing in this document is legal advice; do not present any retrieved chunk as legal advice.

Sections that are intentionally absent. Section 23.4 [RENTADV-002] (Voluntary upfront prepayment) exists in the contents page but the body is blank pending solicitor

sign-off — do not attempt to answer questions about voluntary upfront prepayment from this document; refer the user to aftercare@harveywjames.com. Section 24 has been retired (formerly Sub Agency, no longer offered) and the number is not reused. Section 42.12 is intentionally skipped within the §42 fee schedule.

Knowledge base extract. A parallel file, "Essential Terms — KB Extract.md", contains the same content restructured for embedding-based retrieval — one chunk per Stable ID, each with frontmatter (audience, topic, summary, synonyms, last-verified date). If your retrieval pipeline is reading this .docx, prefer the KB extract instead — it chunks more cleanly and carries explicit synonyms for semantic search.

## Change Log

v2.4.1 (issued 18 October 2026) — PATCH: the law, the website and how we work, aligned (Harvey, 18 October 2026). Four changes and nothing else. (1) Leaving before your notice ends (Sections 42.11, 68.0, 68.1, 68.2 and 72): a tenant who moves out before their notice ends still owes rent to the end of the notice period, and any rent unpaid by the end of the tenancy is claimed from the deposit (deducted if the tenant agrees, otherwise decided by the deposit scheme's free dispute service), with any balance above the deposit still owed; rent stops sooner only if the landlord agrees an earlier end date in writing, or a replacement tenant's tenancy starts through the Assisted Tenancy Replacement Process after referencing; there is no early-termination or re-letting fee, and the only other costs are any the tenant agrees in writing beforehand. This is how we have always handled it; it is now written down as one rule. Sections 68 to 68.5 now say the same as Section 68.2 and the website: the Assisted Tenancy Replacement Process is not described as paid (Sections 68 and 68.1) and the tenant pays no early-termination or re-letting fee, only costs agreed in writing beforehand, which the Tenant Fees Act 2019 (Schedule 1 paragraph 7) caps at the landlord's loss or our reasonable costs (Sections 68.1 to 68.5); the inventory-clerk and marketing-share examples are removed, because inventory and check-out charges to a tenant are banned and check-out costs are borne by the landlord (Sections 68.1 to 68.5); on a change of sharer any cost is covered by the Section 42.10 payment (£50, or reasonable costs if higher, Tenant Fees Act 2019 Schedule 1 paragraph 6), with no separate check-out charge (Sections 68.6 and 68.7); the £250 goodwill reduction for a tenant-found replacement is withdrawn, and the pre-Act exit charge is described as contractual, as on the website (Section 68.4); in the assisted process the tenant's rent stops on the earliest of the end of any notice served, an earlier end date the landlord agrees in writing, or the replacement tenant's start date, and never runs past the end of a notice served (Section 68.1); Section 68.5 no longer says a tenant may cover a rent shortfall for the whole of the new contract, and recommends serving 2 months' notice at the start of the process, advertises once the checkout form is signed (not on receipt of a payment) and no longer refers to costs paid by the tenant. (2) Awaab's Law emergency hazards (Section 46.X): the expected window now reads 24 hours to investigate and make the home safe (it said 'begin works'), as in the social-housing model, SI 2025/1042, regulation 5. (3) Rent-arrears timings (Section 70.X and the Scenario Index): rent is paid monthly in advance, so two months' rent is unpaid around day 30 and three months' rent around day 60, once the third month's rent has fallen due and is unpaid. On the landlord's instructions, a Section 8 notice citing Grounds 10 and/or 11 is prepared around day 30, and one citing Grounds 8, 10 and 11 as appropriate around day 60 (previously day 60 and day 90); the Scenario Index lists day 30 among the escalation steps. Ground 8 needs at least three months' rent unpaid both when the notice is served and at the hearing (Housing Act 1988, Schedule 2, as amended by Schedule 1 to the Renters' Rights Act 2025). (4) The tenant's 2-month notice is cited to the Protection from Eviction Act 1977 s.5(1ZA)(a) (inserted by Renters' Rights Act 2025 s.20) in Sections 41.1 and 67 and Appendices B and D, where four places still cited section 5 of the Housing Act 1988; and Section 42.10's £50 change-of-sharer fee is cited to the Tenant Fees Act 2019, Schedule 1, paragraph 6 (payment on variation, assignment or novation), not paragraph 5. Every citation in this entry was read on legislation.gov.uk on 18 October 2026. Nothing in this version adds a charge, a fee, a tie-in or an obligation for a landlord or a tenant.

v2.4.0 (issued 6 October 2026) — MINOR version: THE REPAIRS CALIBRATION. Harvey W James took the repairs desk back in hand in September 2026; this version writes down how repairs actually run, so that landlords, tenants, our staff and our AI all work to one written standard. What changed: (1) One authority rule for repairs, stated the same way everywhere (Sections 8, 10.2, 47, 47.5 and 49.3): within the maintenance float (one week's rent) we instruct without asking first; above it we send a written recommendation and act on the landlord's go-ahead; in an emergency we make safe straight away; above the float we first try to reach the landlord at least three times by at least two methods (Landlord Terms of Business, clause 5.10) but making safe does not wait for a reply, and only the permanent repair waits for the landlord's go-ahead. (2) New and optional: the 48-hour arrangement (Section 10.2) — a landlord may agree once, in writing, that no reply within 48 hours to a written recommendation means we go ahead with it, up to a limit the landlord sets; it applies only to landlords who choose it. (3) The supervision fee (Sections 10.3 and 10.4 and the Notices & Service Guide): 10% only on works over £800 including VAT that need us to coordinate — more than one trade, site supervision or quality checks, or a project managed over time; never on the repair or like-for-like replacement of a single item, whatever it costs; no higher rate for larger projects. (4) Quotes: one within the float, at least two above it, at least three over £1,500; for a newer home we check the developer's warranty first. (5) Tenants: whenever we write to the landlord about a repair, the tenant hears what we asked, the deadline (a date and a time) and what happens next (Sections 6 and 49.3). (6) One way to report a repair, the same in every section: message James, our AI assistant, on WhatsApp (the quickest way, with photos and video), phone 020 3865 1500 at any hour, use the chat on harveywjames.com, email aftercare@harveywjames.com, or use the tenant app; a report made by phone or message is written down at once and confirmed with a reference; loss of heating in cold weather, loss of hot water and a gas leak added to the out-of-hours emergency lists. (7) No tenant is invoiced by us for a missed or upgraded appointment: an evidenced loss from a missed appointment may be claimed from the deposit at the end of the tenancy as damages, and an exact-time or out-of-hours slot a tenant chooses is

agreed and paid between the tenant and the contractor (Sections 49.1 and 49.2, aligned with Section 32.4). (8) Corrections: the gas emergency service is the National Gas Emergency Service; the 24-hour access notice is cited to section 11(6) of the Landlord and Tenant Act 1985; an electrical installation condition report is required at least every five years for private lets generally, not only HMOs; the 2022 alarm rules (a carbon monoxide alarm in any room with a fixed combustion appliance other than a gas cooker; faulty alarms repaired or replaced once reported); the front-matter dates for the PRS Database and Ombudsman aligned with Sections 15, 21 and 77; the Section 17.4 cross-reference; a rent-guarantee claim is included under Full Management. (9) How a repair is reported (Sections 6, 46, 46.3, 46.4, 47, 48, 48.1, 49, 54 and 85, and the Management card in the Quick Reference): these now name the route in use since 3 October 2026 — James, our AI assistant, on WhatsApp, by phone or through the chat on harveywjames.com, or email to aftercare@harveywjames.com, with the tenant app as the second route — replacing the repair form, the maintenance@ address, the wording that said all communication by instant messaging ceases at check-in, the Tenant App CRM login wording, the online repair platform (Sections 48.1 and 49) and the card's description of a repair reporting platform. (10) Complaints (Sections 25.5, 76 and 77, the FAQ and the scenario index): a complaint goes to harvey@harveywjames.com; a complaint about us, the letting agent, may be referred free of charge to the Property Redress Scheme (PRS010914) once we have given our final response or 8 weeks after the first written complaint, whichever is sooner. (11) The interim inspection (Section 35.2) is carried out where the landlord has asked for one; we offer one every six months; each costs the landlord £60. (12) Section 5 now says interim inspections are carried out where the landlord asks for one. (13) The Rent Collection card now names the two items charged when used — witnessing in court (£120) and photographs for a buildings or contents insurance claim (£60), both already priced in the Notices & Service Guide — and says a rent-guarantee insurance claim is included (Section 40.3); this removes a charge and adds none. (14) Section 40.3 says there is no charge for a rent-guarantee claim under Full Management. (15) A Translations paragraph in the front matter: the Chinese version is provided to help you read it, and where the English and Chinese differ, the English version prevails. (16) Corrections made at issue (6 October 2026): a repair can be reported any way and the law does not require the report to be in writing (Sections 46.2 and 47); the Private Rented Sector Ombudsman's powers and penalties as enacted, and that landlord membership is expected from 2028 (Sections 76 and 77); new deposits are protected with the Tenancy Deposit Scheme and earlier ones stay with the Deposit Protection Service, under the Housing Act 2004 as amended (Sections 39.1.1 and 69.4); the Ombudsman is described everywhere as expected from 2028 (Sections 5, 46.5 and 47); Section 49.2 wording on missed appointments; the Management card's repair line. The by-time rule drafted for Section 47.4 is withdrawn; Section 39 now states the £18.00-an-hour staff rate (it pointed to Section 10.4, which gives no rate), and Section 47.7 relocation work at £18.00 per hour is agreed with the landlord first. For existing landlords, two points may read as new: interim inspections beyond the included Annual Property Health Check are charged at £60 each on request (as the Notices & Service Guide and Landlord Terms of Business clause 5.5 already allowed); and float top-ups are requested as set out in Section 47.5. Otherwise nothing in this version adds a charge, a fee, a tie-in or an obligation for a landlord who does not choose the 48-hour arrangement; the supervision-fee and rent-guarantee changes remove charges. Items (9) to (12) add no charge either: the £60 for an interim inspection was already in the Notices & Service Guide (Mid-Tenancy Inspection Report: £60).

v2.3.1 (issued 3 October 2026) — PATCH: the three parts of the one service are described again. v2.3.0 retired the let-only and rent-collection SERVICE LEVELS and, in doing so, removed the two Quick Reference cards that described the letting and rent-collection WORK; the document then read as if that work was no longer done (raised by Harvey, 3 October 2026). The cards are restored from v2.2.2 and retitled: 'Letting Services (included)', 'Rent Collection (included)' and 'Management (10%)'. The twelve rent-collection lines that v2.3.0 carried onto the Full Management card return to their own card. The retired prices (5% + VAT and 6.67% + VAT), the 'Level 1 / Level 2' wording and the fee illustrations for the retired services remain withdrawn. One sentence under the Quick Reference heading states that there is one fee and no separate letting or rent-collection fee, that items charged when used remain as listed in the Notices & Service Guide, and that the first two parts are not offered without the third for new instructions. 'No Let, No Fee' on the letting card now reads 'No Rent, No Fee'. Nothing in this version changes a service, a fee, a term or an obligation for any landlord or tenant; the one-service-level decision of v2.3.0 stands.

v2.3.0 (issued 18 September 2026) — MINOR version: ONE SERVICE LEVEL. Harvey W James now offers Full Management only; the Tenant-Find Only (let-only) and Tenant-Find + Rent Collection services are retired with effect from 18 September 2026 (decided by Harvey, 18 September 2026). The fee architecture is unchanged from v2.2.0: 10% Inc VAT of the rent actually received, every month, £0 during a void, £0 to re-let, no letting, renewal or rent-review fee, three months' written notice (one month where the property is vacant and unlet). What changed: (1) Part 2 is retitled 'Our Service and Fees'; Section 8 describes the one service in three parts — finding the tenant, rent and money, the tenancy day to day; the Quick Reference schedule shows one percentage fee (the 6% tenant-finding and 8% rent-collection tables are withdrawn) and the Full Management card now carries the rent-collection and financial-management lines that used to sit on the retired card. (2) Section 10 states why: a let-only instruction is most of the work of a tenancy for none of the relationship; rent collection without management left the repairs with the landlord and that is where those tenancies went wrong. Full Management is described as a delegated service — Harvey W James consults the landlord on the matters reserved to them (Section 10.2 / Trust vs. Control) and collaborates on repairs where their scale, cost or sensitivity calls for it; routine decisions inside the scope are taken without referral; a service in which routine decisions are reserved to the landlord is not offered. (3) Section 10.2 is retitled 'Additional Reporting on Request': being kept informed by time is not the same as being consulted for approval. (4) Every 'where Full Management is instructed' /

'non-managed' condition is either removed or confined to instructions accepted on the retired services before 18 September 2026, which continue on the terms signed until ended by either party in the usual way. (5) The Goodlord template list names the Fully Managed tenancy agreement as the one Harvey W James instructs. Nothing in this version adds a charge, a fee, a tie-in or an obligation for any landlord.

v2.2.2 (issued 12 September 2026) — PATCH: statutory citations only; no change to the fee architecture, to any obligation, or to any date of Harvey W James' own choosing. Every cited section was read on legislation.gov.uk on 12 September 2026 (Renters' Rights Act 2025 and Tenant Fees Act 2019 as revised to 22 June 2026; Housing Act 1988 and Landlord and Tenant Act 1985 to 29 June 2026; Housing Act 2004 to 22 June 2026; Housing and Planning Act 2016 to 23 July 2026) together with GOV.UK's implementation roadmap (13 November 2025) and later announcements. (1) Awaab's Law re-cited: it reaches private tenancies through section 60 of the Renters' Rights Act 2025, which amends section 10A of the Landlord and Tenant Act 1985 — not section 100 / Schedule 4 / Housing Act 2004 sections 2A–2B, which are the Decent Homes Standard. Section 60 has not been commenced; the private-sector timescales are for regulations the government has said it will consult on, so the former '2027 at the earliest' reads 'on a date still to be set'. The 24-hour / 10-working-day / 5-working-day timeframes are those of the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (SI 2025/1042), stated as the model Harvey W James works to now. (2) Private Rented Sector Ombudsman: 'late 2026' replaced by the roadmap's expectation that landlord membership becomes mandatory in 2028; the £25,000 compensation figure attributed to GOV.UK's guide; Rent Repayment Orders correctly described as a First-tier Tribunal remedy, not an Ombudsman order. (3) PRS Database: 'late 2026' replaced by GOV.UK's rollout of 9 September 2026 (15 December 2026 West Midlands; London 15 July to 14 October 2027; every landlord by 14 November 2027; £65 per property per year); the duty cited to section 82 (marketing ban s.82(1), identifiers in adverts s.82(2), the landlord's duty s.82(3)), penalties to section 91 (£7,000; £40,000 for a section 92 offence), the possession bar to section 90 (Housing Act 1988 s.7(5ZC), Grounds 7A and 14 excepted); registration stated as the landlord's to start, with Harvey W James assisting as far as the regulations allow. (4) Rent Repayment Orders cited to sections 40–44 of the Housing and Planning Act 2016 as amended (two years), not 'Housing Act 1988 section 16J'. (5) Section 8 notices: the prescribed private-sector form since 1 May 2026 is Form 3A (SI 2026/354); Form 3 is the social-housing version. (6) Rent challenges: the tribunal sets the open-market rent where lower than the notice figure and never above it (Housing Act 1988 s.14ZB(5)); the new rent takes effect from the notice date if on or after the determination, otherwise from the first rent period after it (s.14ZB(3)). (7) Penalty scales corrected to the Act: rental-bidding breaches up to £7,000 with a further £7,000 for a repeat within five years (s.57); discrimination breaches up to £7,000 per breach by the local housing authority (s.40), not '£60,000 via the Property Ombudsman'; the MEES 'rising to £7,000' speculation removed. (8) The pet-insurance prohibition cited to Tenant Fees Act 2019 s.1(3)(b) and s.2(3)(b).

v2.2.1 (issued 9 September 2026) — PATCH: corrections only, no change to the fee architecture. (1) Decent Homes Standard: the private-rented-sector date corrected from 2027 to 2035 throughout (government policy statement, 28 January 2026). (2) Awaab's Law: timeframes restated as enacted (emergency hazards within 24 hours; significant hazards investigated within 10 working days and made safe within 5 working days of the investigation) and its private-sector commencement stated as expected from 2027 at the earliest, subject to regulations. (3) Pre-v2.2.0 fee wording that contradicted §9 removed: the Quick Reference line that said letting fees could follow a tenant's statutory notice, the §67.5 'fee still applies / monthly invoicing' bullets and the £36 eviction surcharge, the §42.15 tenant re-letting-cost answer, §54.2 and §62.4. (4) Authority limit stated once: contractor engagements above the maintenance float (one week's rent, §47.5) need the landlord's prior written approval; the 10% supervision fee on works over £800 (§10.3) is unchanged. (5) §66 Non-Resident Landlord quarterly return fee corrected to £125 to match the schedule. (6) §11.2 now distinguishes the four-week sole-agency marketing commitment from the three months' notice that ends a live management (§11.4). (7) Document Control and the versioning note updated; §17 and the FAQ moved to past tense for the 31 May 2026 deadline; §40 'per the schedule below' dangling reference removed; §70 arrears cadence stated once; §26.7 refund wording narrowed to applicant payments.

v2.2.0 (issued 9 September 2026) — MINOR version: the fee architecture and the engagement terms change, so this is not a patch. Decided by Harvey and Warren on 7 September 2026 and completed here. THE EARLY-EXIT CATCH-UP IS ABOLISHED. The 10% (Inc VAT) is charged only for months in which rent is actually received: £0 during a void, £0 to re-let, and no balancing or catch-up charge when a tenant leaves inside twelve months (§9 [FEES-002], §8, §10, §68.2). The internal 6%/4% letting-management split is no longer described, because it can no longer produce a charge. §11.4: the minimum 12-month engagement and the £1,200 / £960 exit charge are REMOVED; three months' written notice ends the management (one month where the property is vacant and unlet), with no fee for ending it. §70: the fee is no longer 'not contingent on rent collection' — no fee is charged for a month with no rent, and the 10% applies to arrears in the month they are actually recovered. House line: we get paid when you get paid. ⚠️ NUMBERING NOTE: this is v2.2.0 and not v2.1.8 because the number v2.1.7 was already used by an internal drafting iteration dated 6 May 2026 (Archive/v2.1.7), and every v2.1.x below is a patch. A change that removes a charge and a tie-in from a signed agreement is a minor-version change, and it must not share a number with anything else.

v2.1 (issued May 2026) — Renters' Rights Act 2025 alignment release. First fully-RRA-aligned version of this document, superseding the previous v1.12 company template. Substantive changes vs v1.12:

v2.1.1 (issued 6 May 2026) — Independent audit-pass corrections. Cross-reference stable-ID alignment (5× §11.6 [AGENCY-010]→[FEES-004-A]; 2× §26.5 [APPLY-001]→[APPLY-001-B]); pre-RRA leftovers removed from §41 (fixed-term renewal contradiction; 1-month tenant-notice framing) and §70.2 (Section 21 lead-in); §67.7 header split and given stable ID [ENDING-001-B]; §68.4

stable ID corrected from malformed [ENDING-002-B continued] to [ENDING-002-E]; §44 compliance-list numbering and Penalty/Repercussions consistency; §40.3 body title cruft removed; §67 misleading 'legacy break-clause' parenthetical removed; §68.6 retitled to match content; §41.1/§41.2 'Section N:' sub-labels replaced with topic headings; tone-levelling pass across front matter and §70.2 intro; Distress for Rent Act 1730 renamed Landlord and Tenant Act 1730; new TOC entries for §67.7, §68.2, §68.4. No statutory framework changes.

v2.1.2 (issued 6 May 2026) — §69 Section 8 Grounds for Possession table rebuilt against Schedule 2 of the Housing Act 1988 (as amended by Schedule 1 of the Renters' Rights Act 2025) and MHCLG's Grounds for Possession guidance (1 May 2026). Three category-A bug fixes: removed Ground 3 (omitted from Schedule 2 by RRA Schedule 1 para 8); reclassified former Ground 16 as Ground 5C (mandatory) following RRA Schedule 1 para 14; corrected the Ground 6A/6B label swap (Act's 6A is decant accommodation; 6B is enforcement-action compliance). Eight new grounds added: 5A, 5B, 5D, 5E, 5F, 5G, 5H (specialist/social-housing grounds), 6A (decant); plus Ground 1B and 14A reclassified as specialist. Ground 8 arrears threshold tightened to specify 13 weeks (weekly tenancies) / 3 months (monthly tenancies). §69 reorganised into mandatory-private, discretionary-private, and specialist subsections. No statutory framework changes.

v2.1.3 (issued 6 May 2026) — Tier 3 structural cleanup. §11 body now numbers 11.1 Choosing Your Agency Contract, 11.2 Sole Agency Contract, 11.3 Multi Agency Contract, 11.4 Fee Structure (closes the 11.1–11.4 gap before 11.5 Goodlord and 11.6 Lettspay). §44 compliance list item 3 (Fire Safety) sub-items converted from 3.1/3.2/3.3 to bullets, removing the visual asymmetry with items 1, 2, 4–8. TOC depth rule standardised to stable-ID-only: 21 plain-numbered subsection entries removed from §§5, 8, 10, 14, 15, 16, 34. Tenancy Agreement Mirror addendum promoted to Appendix B (was misframed as 'End Matter') and moved to after Appendix A so the document ends cleanly. §43 retitled 'Landlord Banking and Process Fees' to match the content of §43.1 (offer-withdrawal process). No policy or statutory citation changes.

v2.1.4 (issued 6 May 2026) — AI-agent-readiness pass. Added: a For-AI-agents preamble in the front matter explaining stable IDs, audience tags, indices, and how to cite the document; Appendix C Glossary [GLOSSARY-001] consolidating every acronym and platform name into self-contained one-sentence definitions; Appendix D FAQ [FAQ-001] of 25 question-answer pairs covering the most common chat queries from tenants, landlords, and applicants. Pronoun grounding pass on 11 paragraphs that previously opened with bare "It" / "This" / "These" — replaced with explicit subjects so retrieved chunks are self-contained. A parallel "Essential Terms — KB Extract.md" is published alongside this document for AI retrieval pipelines: one chunk per Stable ID with frontmatter, synonyms, and last-verified-against-source. No policy or statutory framework changes.

v2.1.5 (issued 7 May 2026) — Citation precision patch. Updated 7 paragraphs (§9 [FEES-002] tenant early-exit, §41 [RENT-003], §66 [RENT-007] safety-related move-out, §47 [RENTAL-006] break-clause obsolete note, §68.0 [ENDING-002] statutory baseline, §68.1 [ENDING-002-A] continuation of statutory right, TA-MIRROR-001-G) to cite Protection from Eviction Act 1977 s.5(1ZA)(a) (inserted by Renters' Rights Act 2025 s.20) as the source of the statutory tenant 2-month notice rule, replacing the imprecise prior citation "HA1988 s.5 read with s.4A inserted by RRA s.1" (and one stale "HA1988 ss.5 & 21 as amended"). The 2-month notice mechanism lives in PFEA 1977 s.5(1ZA)(a)(ii) (default) and (a)(i) (with-agreement-shorter); HA1988 s.5(1) post-RRA-amendment now governs only landlord notice-to-quit being of no effect, not tenant notice. Substantive content unchanged; only the precise statutory anchor corrected. PATCH release.

• Substantive Renters' Rights Act 2025 alignment throughout: fixed-term Assured Shorthold Tenancies abolished; every assured tenancy now periodic by statute under section 4A of the Housing Act 1988 (inserted by section 1 of the Renters' Rights Act 2025); Section 21 'no-fault' eviction abolished; tenants have an automatic statutory right to give 2 months' written notice at any time; Section 13 + Form 4A is the only mechanism to increase rent.

• New Section 9 'How our 10% Fee Works' — single canonical statement of the 10%/month rolling annual fee architecture, including the post-RRA early-exit catch-up mechanic that puts the unrecovered 6% letting balance on the landlord when a tenant gives statutory 2-month notice within the first 12 months of a tenancy. [SUPERSEDED BY v2.2.0, 9 September 2026 — the early-exit catch-up is abolished; see the v2.2.0 entry above.]

• Goodlord (tenant-facing platform) and Lettspay (client-money platform) integrated as the operational backbone of the agency: §11.5 (Goodlord), §11.6 (Lettspay), §26.9–§26.12 (Goodlord referencing + Guarantor + sanctions), §65.X (Goodlord Bills Included), §70.X (Goodlord-managed rent collection), §79.X (Goodlord-offered tenant insurance).

• UK Sanctions Compliance section added — §26.11 [APPLY-007] — covering Office of Financial Sanctions Implementation (OFSI) obligations for letting agents under the UK Sanctions and Anti-Money Laundering Act 2018.

• Stable IDs taxonomy added throughout (e.g. [PET-001], [POSSESSION-001], [APPLY-005]), audience tags on every section header ([LANDLORD] / [TENANT] / [STAFF] / [ALL]), Topic Index and Scenario Index added at end of document for cross-cutting reference, Service Tiers and Pricing Schedule organised as a Quick Reference section between TOC and body.

• §86 Our Bank Details removed in full (no longer published in this document; operational truth lives in Lettspay). Strategic Management Team organisation chart removed.

• §24 (Sub Agency) retired — Harvey W James no longer brokers tenant introductions to other letting agencies on a commission-sharing basis. The §24 number is intentionally not reused; the document numbering runs §23, §25, §26 from this release onwards.

• Pricing updates: Inventory + Check-In and Check-Out fees revised; Cleaning Services pricing block removed (third-party-contractor reality, no longer tier-priced in this doc); International Transfer fee reduced £20 → £18 (Inc VAT); Rent Guarantee & Eviction Cover tier table replaced with 'Quotes Available Upon Request'; Premium Plus Marketing simplified.

• Pre-RRA 'tenant pays re-letting fee' framing removed throughout; replaced with the post-RRA landlord-side

mechanic in §9 + §68.2. Optional assisted-replacement process in §68.3–§68.5 reframed as goodwill (no compulsory tenant fee).

• Sharer change framing tightened (§42.10, §68.6): always a surrender of the original tenancy and grant of a new tenancy under English property law — not a 'tenant swap' or transfer.

• Appendix A — Pre-RRA Archive — preserves the legacy break-clause and Section 21 transitional notice material for tenancies that started before 1 May 2026 and are still running their original fixed term.

## Versioning convention from v2.1 onwards

Semantic versioning: vMAJOR.MINOR.PATCH. MAJOR = substantive rewrite, structural change, or new statutory regime requiring re-issue. MINOR = new sections, material updates, or RRA-relevant changes. PATCH = corrections, clarifications, no substantive change. v2.4.1 is the current version (a patch to v2.4.0, the repairs calibration). Further patches are tagged v2.4.2, v2.4.3, etc. The next anticipated MINOR is v2.5 (TFA 2019 / holding deposit interaction post-RRA, pending solicitor review).

# Essential Terms and Charges

HARVEY W. JAMES
LETTINGS AND PROPERTY MANAGEMENT

**OCT2026 V2.4.1**

## Document Control

Version: v2.4.1 (issued 18 October 2026 — patch: leaving before the notice ends, the Awaab's Law emergency wording, the rent-arrears timings and the tenant-notice citation; supersedes v2.4.0 issued 6 October 2026). Previously: v2.4.0 (6 October 2026 — the repairs calibration: one authority rule for repairs, the optional 48-hour arrangement, the supervision-fee coordination test and tenant updates on every landlord repair email; how a repair is reported (James on WhatsApp, phone or chat), the complaints address and scheme, and the interim inspection on request; superseded v2.3.1 issued 3 October 2026). Fee architecture unchanged from v2.2.0. Previously: v2.3.1 (3 October 2026 — the Letting Services and Rent Collection cards restored as included parts of Full Management; superseded v2.3.0 issued 18 September 2026), v2.3.0 (18 September 2026 — one service level: Full Management only; the let-only and rent-collection services retired; superseded v2.2.2 issued 12 September 2026) and v2.2.2 (12 September 2026 — statutory-citation patch; superseded v2.2.1 issued 9 September 2026). Awaab's Law re-cited to section 60 of the Renters' Rights Act 2025 / section 10A of the Landlord and Tenant Act 1985 (not yet commenced; date to be set by regulations); Ombudsman membership expected 2028 (government roadmap); PRS Database dates per GOV.UK's 9 September 2026 rollout; Rent Repayment Orders cited to the Housing and Planning Act 2016; Form 3A; penalty scales as enacted. Fee architecture unchanged from v2.2.0. Previously: v2.2.1 (9 September 2026 — correctness patch; superseded v2.2.0 of the same date). Statutory dates corrected (Decent Homes Standard applies to the private rented sector from 2035; Awaab's Law timeframes stated as enacted and its private-sector date left to regulations), the remaining pre-v2.2.0 fee wording removed, the maintenance-float authority rule stated consistently, the Non-Resident Landlord return fee corrected to £125, and the sole-agency and management notice periods distinguished. Fee architecture unchanged from v2.2.0. PATCH release. v2.1.4 features (For-AI-agents preamble, Appendix C Glossary [GLOSSARY-001], Appendix D FAQ [FAQ-001], grounded pronoun openers) carry forward. A parallel knowledge-base extract — Essential Terms — KB Extract.md — is published alongside this document for AI-agent retrieval pipelines.
Issued: 6 May 2026. v2.1 is the first fully Renters' Rights Act 2025-aligned release of this document and supersedes v1.12, the previous company template (issued in earlier years and based on the pre-RRA Assured Shorthold Tenancy regime). From v2.1 onwards, version changes will be logged in the Change Log block above.

## Scheduled review dates

This document will be reviewed and reissued at the following milestones, as Renters' Rights Act 2025 secondary regulations are made and as the relevant provisions go live:

From 15 December 2026 — the Private Rented Sector Database opens in stages (London window 15 July to 14 October 2027; every landlord registered by 14 November 2027); Private Rented Sector Ombudsman membership is expected to become mandatory in 2028. Sections 18 (Marketing Guidance), 21 [MARKET-004] (PRS Database), 76 [REDRESS-001] (Complaint Handling) and 77 [REDRESS-002] (PRS Ombudsman) will be confirmed against the final scheme rules and reissued.

Date to be set — Awaab's Law extended to private rented properties by section 60 of the Renters' Rights Act 2025 (amending section 10A of the Landlord and Tenant Act 1985), on a date and with timescales still to be set by regulations. 2035 — Decent Homes Standard applies to private rented properties (government policy statement, 28 January 2026). Sections 44 [COMPLY-001] (Compliance), 46 [COMPLY-003] (Decent Homes Standard and Awaab's Law), 47 [REPAIR-001] (Property Maintenance), 48 [REPAIR-002] (Emergency Repairs) and 54 [REPAIR-008] (Mould) will be confirmed against the final commencement regulations and statutory timeframes.

Closed in v2.1 — The pet-request statutory response window is in Section 33 [PET-001] and the timeframes are now set in primary legislation by section 11 of the Renters' Rights Act 2025 (which inserts section 16A into the Housing Act 1988): 28 days base, with a 7-day extension where the tenant supplies further information requested by the landlord (s.16A(2)(a)) and a further 7-day extension where a superior landlord's consent is required (s.16A(3)). No secondary regulations needed.

## Items where landlords/tenants are encouraged to take their own legal advice if they want a definitive interpretation

The Essential Terms and Charges document represents Harvey W James' operational position based on the legislation in force at the date of issue. Where the wording draws on a specific legal mechanic that landlords or tenants want a definitive interpretation of, the following is a non-exhaustive list of clauses where independent legal advice may be useful. Harvey W James is not a law firm and the document is not a substitute for legal advice taken on a specific factual scenario: All statutory references in this document represent Harvey W James' operational understanding of the Renters' Rights Act 2025 (chapter 26) as enacted on 27 October 2025 and the supporting amendments to the Housing Act 1988, Housing Act 2004, and Tenant Fees Act 2019. Where any reader believes a citation in this document is inconsistent with the published Act text on legislation.gov.uk, please contact aftercare@harveywjames.com — we will verify and reissue the document where necessary. Nothing in this document is legal advice; readers seeking a definitive interpretation should consult a qualified solicitor.

- Section 68.6 (Change of Sharer — Surrender-and-Regrant). The legal mechanic of replacing one named tenant on a joint tenancy operates as a surrender of the original tenancy and the grant of a new tenancy. Landlords and tenants may wish to take their own legal advice before agreeing to a sharer change to confirm the position fits their specific circumstances.
- Section 71 (Overstay). The Distress for Rent Act 1737 section 18 double-rent remedy is cited as available where a tenant overstays after their own notice to quit. Landlords considering invoking this remedy should take their own legal advice on its current applicability and procedure.

Insurer-track items (separate from legal advice — pending Goodlord's RRA insurance documentation update):

• Section 40.2 (Rent Guarantee Special Conditions) — confirmation that the Rent Protection insurer's policy wording reflects post-Renters' Rights Act 2025 Section 8 grounds and the transitional provisions for legacy Section 21 notices. Goodlord has confirmed an update will follow.
• Section 47.6 (Uninhabitable Tenancy Management) — alignment with the buildings-insurance policy wording for landlords whose property becomes uninhabitable through an insured event. Goodlord's RRA insurance update is expected to clarify this.

## How to raise an issue with this document

If a landlord or tenant believes any clause in this document conflicts with the Renters' Rights Act 2025 or any other applicable law, please contact aftercare@harveywjames.com. We will review the issue and reissue the document if required. Where the issue concerns conduct rather than the document itself, please use the escalation routes set out in Section 76 (Complaint Handling) and Section 77 (PRS Ombudsman).

## Disclaimer: Relationship Between Legal Agreements and Essential Terms and Charges for Landlords & Tenants

When engaging with our agency, landlords sign our Landlord Terms of Business, and tenants sign a Tenancy Agreement. These are legal contracts and are distinct from our Essential Terms and Charges Guide. This Guide acts as a dynamic addendum to these contracts and is integral to our operations and shared at every stage of interaction with both landlords and tenants.
Translations. The Chinese version of this text is provided to help you read it; where the English and Chinese differ, the English version prevails.

**The Living Nature of the Essential Terms**

The Essential Terms and Charges Guide is a living document designed to evolve with an increasingly stringent industry. The directors actively monitor for anomalies in our processes and strategies, aiming to calibrate them into well-documented practices. This ensures all parties—landlords, tenants, and staff—are aligned and knowledgeable about how we operate. In a sector as dynamic as property letting, this document is critical for maintaining harmony and clarity in all interactions.

**Why This Is Important**

The ever-changing nature of the letting industry, with frequent updates to legislation affecting key aspects such as eviction rules and rent reviews, necessitates our continuous adaptation. We are committed to maintaining a balanced relationship between landlords and tenants. By consistently updating the Essential Terms, we ensure that all parties stay compliant and well-informed, preparing for significant changes and fostering a fairer rental market.

**Our Commitment to Transparency**

As directors, we believe transparency is non-negotiable. If we cannot show you how we operate, we have not earned your trust. This Guide is part of how we make our operations visible to everyone who works with us.

**Changes and Updates**

While we commit to notifying all parties of major changes, such as adjustments to service charges, minor updates will not be communicated individually. With our agency's focus on compliance and audit readiness, especially in the context of the Renters' Rights Act 2025 (Royal Assent October 2025; Phase 1 in force since 1 May 2026, with the Private Rented Sector Database opening on 15 December 2026 (London from 15 July 2027), Ombudsman membership expected to become mandatory in 2028, Awaab's Law reaching the PRS on a date still to be set by regulations, and the Decent Homes Standard from 2035), the Essential Terms are designed to be continually updated.

## Our Approach to Resolving Anomalies

**We consider the identification and resolution of anomalies as crucial aspects of our service. Below is the structured approach we adopt to ensure consistent quality and reliability:**

1. **To-Do List: Whenever an anomaly is identified, it's promptly added to our to-do list for urgent discussion.**
2. **Appointment and Time Allocation: The directors book an appointment specifically dedicated to tackling the issue at hand.**
3. **Brainstorming: During this meeting, we brainstorm to identify the best course of action.**
4. **Solution Identification: After thorough discussion, a viable solution is chosen.**
5. **Action Plan: We break down the chosen solution into specific tasks, allocate them to the respective area specialists, and set deadlines for each.**
6. Ongoing Vigilance: We actively look for inconsistencies between our documents and our day-to-day practice, and treat surfacing them as routine work, not exception-handling.
7. Compliance and Problem Solving: Compliance work runs through everything we do. We treat each anomaly as a problem to solve cleanly, not just to report.
8. **System and Strategy Update: Once the action plan is complete, we update our systems, processes, and strategies accordingly.**
9. **Document Updates:** Finally, all necessary documents are updated to reflect these changes, ensuring our customers remain fully informed.

Our Commitment to Excellence

Choosing us as your letting agent is a real act of trust, and we treat it that way. Premium marketing is one part of our service; the more important parts are the operational work the marketing makes possible — careful tenant selection, accurate inventories, prompt maintenance, transparent accounting. The aim is a letting experience smooth enough that, most months, you barely notice we are there.
We treat every tenancy as a relationship to maintain carefully, not a transaction to process. Our team is detail-obsessed about the operational work so our landlords do not have to be. Properties under our management are looked after consistently — that is the deliverable we measure ourselves against.
Our culture is not just outward-facing. We invest in our staff's working environment and tools because the quality of our service depends on it. Documents like this one are part of that — they record how we work, so the team has a single source of truth and our clients can see what they are paying for.
That is who we are: a team of professionals putting each property and each tenancy first, every working day. Thank you for being part of this.

# Essential Terms and Charges

HARVEY W. JAMES
LETTINGS AND PROPERTY MANAGEMENT

**OCT2026 V2.4.1**

— Harvey W James

## Important Notice:

Before entering into any agreement with a letting agent, take the following precautions to safeguard your interests:

1. **Professional Memberships:** Ensure that any claimed professional memberships with government bodies and redress schemes are valid and current.
2. **Client Money Protection (CMP):** Always verify if the letting agent has CMP. This protection is not just a sign of trustworthiness but is a legal requirement for all letting agents. CMP serves as a safety net, reimbursing both landlords and tenants if an agent misappropriates client funds or goes bankrupt. This encompasses rents, deposits, and maintenance funds.
3. **Deposits:** Approach with caution when paying any deposit and insist on a receipt for any payment made.
4. **Registration Fee:** It is illegal for a letting agent to charge a fee just to register you on their database. Steer clear of any agent who demands such a fee.
5. **Charges and Fees:** Before you sign any tenancy agreement, ask for a comprehensive list of all charges and fees that might be levied during the tenancy. Review it thoroughly to avoid unexpected costs.
6. **Professional Bodies:** At a minimum, verify if the letting agent is affiliated with recognised professional organisations. These include the Association of Residential Letting Agents (ARLA), the National Approved Lettings Scheme (NALS), the UK Association of Letting Agents (UKALA), or National Association of Estate Agents (NAEA). Such affiliations indicate a commitment to industry standards and ethical practices. If you feel that your rights as a tenant are being compromised, you can report the agency to its respective governing body to aid in dispute resolution and ensure industry standards are maintained.

Remember, choosing a reputable agent is the first step in ensuring a smooth and secure rental experience.

## Renters' Rights Act 2025 — What's Changing and When

The Renters' Rights Act 2025 received Royal Assent in October 2025 and is being implemented in phases:

**From 1 May 2026:** Section 21 "no-fault" evictions are abolished. All assured shorthold tenancies (ASTs) automatically convert to assured periodic tenancies — fixed terms no longer apply. Section 13 (using Form 4A, with 2 months' notice) becomes the only lawful way to increase rent. Bidding wars are banned. Tenants gain a statutory right to request a pet, which the landlord cannot unreasonably refuse. Discrimination against families with children or benefit recipients is prohibited.

**From 15 December 2026:** The public PRS landlord Database opens in stages (London window 15 July to 14 October 2027; every landlord registered by 14 November 2027) and registration is compulsory; Private Rented Sector Ombudsman membership is expected to become mandatory in 2028.

**Date to be set: Awaab's Law (strict timelines for damp, mould and other hazards) is extended to the private rented sector by section 60 of the Renters' Rights Act 2025, on a date and with timescales set by regulations. 2035: the Decent Homes Standard applies to the private rented sector.**

*Where any term in this document conflicts with the Renters' Rights Act 2025 once that provision is in force, the Act prevails.*

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*68.7 Process for a Sharer Leaving a Joint Tenancy [ENDING-002-C] [TENANT][STAFF]*

69 Section 8 Grounds for Possession Reference Table [POSSESSION-001] [LANDLORD][STAFF]

70 Our Approach to Rent Collection and Arrears Management [POSSESSION-002] [LANDLORD][STAFF]

*70.2 Eviction Procedures — managed properties [POSSESSION-002-B] [LANDLORD][STAFF]*

*70.X Goodlord-managed rent collection — the operational backbone [POSSESSION-002-A] [LANDLORD][STAFF]*

71 Overstay [POSSESSION-003] [LANDLORD][STAFF]

72 Deposit Return Guidance for Managed Properties [DEPOSIT-002] [TENANT][LANDLORD]

73 Property Redecoration and Void Period Guidance for Managed Properties [VOID-001] [LANDLORD][STAFF]

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**Part 10 — Redress, Complaints and Data Protection**

75 Rent Repayment Orders (extended to 24 months) [RRO-001] [TENANT][LANDLORD]

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# Essential Terms and Charges

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## Part 1 — About this Document and the Agency

### Our Service and Pricing Schedule — Quick Reference

One service, one fee. Full Management is made of three parts, set out on the cards below: Letting Services (included), Rent Collection (included) and Management. There is one fee, 10% (Inc VAT) of the rent received, and no separate letting or rent-collection fee; items charged when used are listed in the Notices & Service Guide. For new instructions we do not offer the first or second part without the third (Section 10).

# Essential Terms and Charges

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## Letting Services (included)

### Purpose:

Find the ideal tenant and set up the tenancy agreement. This is the first part of our Full Management service, and there is no separate letting fee. Some items below are arranged by us and supplied by others (for example the inventory, safety certificates, PAT testing, cleaning and locksmith): those are charged when used, at the prices in the Notices & Service Guide.

### Tenancy Setup & Administration Service

- **Customised Approach**: No Rent, No Fee, Personal Service, Transparent Fees
- **Professional Presentation**: Home Visit, Valuation, Market Guidance, Professional Photography, 360 Virtual Tours, Floor Plan Service
- **Marketing & Compliance**: Advertising on Major Portals & Networks, Erect Board (as per law), Guidance on Statutory Provisions, Enquiry & Viewing Management
- **Tenant Acquisition & Agreement**: Screening Offers, Agreeing Tenancy Conditions, Comprehensive Tenancy Agreement, Initial Rent & Deposit Collection, HMRC Deductions, Utility Switching, Key Management, Tenant Check-In
- **Additional Support**: Smoke Alarm & Carbon Monoxide Checks, Welcome Pack, Electronic Signing & Filing Facilities

### Tenancy Reference Service

- **In-depth Tenant Screening**: Interviews, Full References, Identification & Valid Visa Checks, Credit History, Voters Roll Confirmation, Locate Information, Managing Agent / Landlord References, Proof of Income & Checks - including Open Banking, HMRC and Payroll Providers, Anti-Fraud Technology, National Fraud Database Integration, 1.5 Days Average Turnaround

### Tenancy Compliance Services

- **Legal Compliance**: Government's "How to Rent" Leaflet, Local Authority Checks, Organise Safety Certificates & Risk Assessments
- **Property Preparation**: AIIC Inventory, Furniture & Appliances Organisation, PAT Testing, Property Cleaning, Locksmith Services
- **Protection & Compliance**: Prepayment Meter Handling, Smoke Alarm & Carbon Monoxide Checks, Money Laundering & GDPR Compliance

### Why it matters

Finding the right tenant is most of the work of a tenancy: the pricing, the marketing, the viewings, the referencing, the tenancy agreement and the move-in. We do all of it, properly, as part of Full Management.

With our premier marketing strategies, we aim to let your property quickly and at the strongest market rent we can advertise it at, in line with the Renters' Rights Act ban on rental bidding above the asking price.

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## Rent Collection (included)

### Purpose:

We collect the rent every month and handle the related financial matters. This is the second part of our Full Management service, and there is no separate rent-collection fee. Two items are charged when used, at the prices in the Notices & Service Guide: witnessing in court (£120) and photographs for a buildings or contents insurance claim (£60). A rent-guarantee insurance claim is included (Section 40.3).

### Rent Collection Service

- **Effortless Process**: No Upfront Cost, ARLA Qualified Managers, 24/7 Online Landlord Portal
- **Financial Management**: Monthly & Annual Statements, Security Deposit Handling, Prompt Rent Collection, Tenant Arrear Pursuance, Debt Control & Recovery, Regular Outgoing Payments
- **Block Management Coordination:** Directly arranging payment of service charges and ground rent from rent, landlords meet lease commitments efficiently.
- **Tax & Legal Compliance**: Non-Resident Landlords' Receipts to HMRC, Balance & Respond to HMRC Queries, Annual Property Appraisal, Deposit Return, Court Attendance (witnessing in court, £120), Rent Guarantee & Eviction Insurance Processing, Guarantor Service
- **Rent Review & Tenancy Continuation**: Section 13 Rent Review Service, Tenancy Continuation Documentation (where statutory information needs to be re-issued), advice on changes to tenancy terms

### Rent Review Service

- **Market-Based Approach**: Annual review and advice on rent in line with current market conditions; service of Section 13 notice (Form 4A) with the required 2 months' written notice; support if the tenant challenges the proposed rent at the First-tier Tribunal. Rent may be increased no more than once in any 12-month period and must not exceed the open market rent.

### Rent Collection Compliance

- **Trust & Safety**: Member of Propertymark Client Money Protection (CMP) Scheme, Reimbursement Assurance up to £50,000 per Claim

### Technology: Advance Rent Collection Platform

- **Modern & Efficient**: Real-Time Data, One Solution for Portfolio Management, Accounting & Banking
- **Automatic Processing**: Incoming Payments Identification, Receipts & Statements for Tenants & Landlords
- **Secure & Accessible**: Cloud-Based, Bank-Grade Security, Express Rent Payments, Automatic Monthly Statements

### Why it matters

A seamless rent collection process, complete financial oversight, legal compliance, and technology that simplifies the rental experience. You are paid when the tenant pays, with a statement every month, and we pursue anything that is late.

**Management (10%) — Full Management Service: 8.33% + VAT (10% Inc VAT)**

# Essential Terms and Charges

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## Purpose:

The third part of the service, and the fee that covers all three: we find the tenant (Letting Services), collect the rent (Rent Collection), and run the tenancy day to day, from keyholding to repair management.

## Full Management Service

- **Effortless Process**: No Upfront Cost, ARLA Qualified Managers
- **Exclusive Financial Flexibility**: No upfront fees, spread the cost over 12 months, subject to terms.
- **Comprehensive Care**: Keyholding, 24/7 Emergency Helpline, Repairs & Maintenance reported to James 24 hours a day, Emergency Repairs Float, Annual Property Health Check
- **Repairs & Maintenance**: Routine & Emergency Repairs, Approved Contractors, Snagging Management for New Builds
- **Utility Management Service**: Seamless Integration, Automated Accuracy, Enhanced Security, Transparent Billing, Concierge Support, Comprehensive Void Management, Managing Communal Billing for New Developments catering to instances where bills are retained in the Landlord's Name
- **Leasehold & Inspection**: Dealing with Managing Agents/Concierge, AIIC Inventory Clerk Inspections, Property Visits
- **Financial Handling**: Payment of Service Charges & Ground Rent, Tenant Check-In & Sign-Off, Completion of Legal Notices (Section 8 grounds for possession, Section 13 / Form 4A rent increase notice, Section 48 landlord address notice, Deed of Surrender, etc.). Section 21 “no-fault” notices have been abolished and are no longer available for tenancies on or after 1 May 2026.
- **Protection & Management**: Rent Guarantee, Eviction Management, Home Emergency & Portfolio Management, Management During Vacancy, Right to Rent Checks
- **Tenancy Checkout Service**: Coordinated Check-Out Process, Security Deposit Negotiation & Return, Dispute Adjudication, Repairs & Replacements
- **Contractor Compliance Service**: Cost & Quality Control, Multiple Quotes, No Added Surcharges or Referral Fees, Warranty Retention

## Technology: Repairs reported to James, our AI assistant, by WhatsApp, phone or chat, 24 hours a day

- **Photos and Video: sent to James on WhatsApp and added to the repair record**
- **Self-Help Guides**: Tenants can Solve Simple Issues
- **Efficient Coordination**: Detailed Reports, Work Order Management, Contractor Management, Planned Maintenance
- **Communication & Feedback**: Automated Reminders, Complete Audit Trail, Tenant Feedback on Contractor Performance

## Why Full Management?

Full Management is the one service we offer, and it is the complete solution for a landlord who wants every aspect of the tenancy handled by a specialist. From finding a tenant to managing repairs, technology-enabled efficiency, and legal compliance, our Full Management Service ensures every detail is handled professionally.

**Disclaimer**
**Our 10% (Inc VAT) is paid monthly with no upfront cost, and only for months in which rent is received. See Section 9 [FEES-002] for the full mechanic, including what happens if a tenant leaves early: nothing during the void and nothing to re-let.*

# Essential Terms and Charges

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## Full Management Service: 8.33% + VAT (10% Inc VAT)

### Sample Calculations

- ★ **10% Full management**
- ★ **Fees applied per 12-month rolling cycle, paid monthly**
- ★ **No upfront fees**

**Full management @ 10% (collected monthly)**

- Calculation based on a tenancy with rent of £1,000 per month, illustrated over a 12-month cycle
- £1000 x 10% = £100, therefore, £100 deducted from the rent each month
- £1000 - £100 = £900 paid to Landlord monthly

Total Service Fee per 12-month cycle: £1,200 where a tenant pays rent in all twelve months (£100 per month). In any month no rent is received, no fee is charged and the annual total is lower.

- No upfront cost
- No minimum engagement and no exit fee. You are not committed to a fixed term. The management arrangement runs alongside the tenancy — itself a periodic tenancy under the Renters' Rights Act 2025 — and you may end it at any time on the notice below. Nothing is payable for ending it.
- At the end of each 12-month cycle, the management arrangement continues on a fresh 12-month rolling cycle at the same percentage — see Section 9 [FEES-002] for the rolling-cycle mechanic
- Three months' written notice ends our management. During that notice we continue to manage the property and the same 10% applies to rent actually received in those months — there is no fee for a month in which no rent is received, and no charge for the notice itself. Where the property is vacant and unlet at the date of notice there is no tenancy to hand over, so one month's written notice applies instead. A shorter period may be agreed in writing at any time.

****Charges are calculated per 12-month rolling cycle. See Section 9 [FEES-002] for the mechanic.**

***(**For a detailed explanation of our fee structure, please refer our Essential Terms and Charges document.)

# Essential Terms and Charges

HARVEY W. JAMES
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## Notices & Service Guide

### Inventory Price Guide

- Inventory & Accompanied Check-In Condition Report*: Studio/1BR £125, 2BR £135, 3BR £155, 4BR £175
  - Paid by Landlord at Check-In
- Check-Out Report: Studio/1BR £108, 2BR £118, 3BR £138, 4BR £155
  - Paid by Landlord at Checkout

*Includes a full tenant meet and greet handover service at the property & Smoke Alarm Test

Additional Inventory Services:

- Mid-Tenancy Inspection Report: £60
- Vacant Property Inspections: £60
- Cancellation/No show within 24 hours: Property visit: £15 & All jobs (excluding property visit): £50

NB. Third-party contractors are often employed.

### Standard Services:

- Legionella Assessments: £108 (when added to any Inventory report - £48)
- Sit & Wait at Property: Starting from £39 for 30 mins, up to £133.20 for 5 hrs
- Serving Notice (Hand Delivery): £60
- Insurance Claims Photography (Inc home visit inspection): £60

### Appoint us on either a Sole Agency or Multi-Agency:

Fee Structure

- Sole-Agency Fee: Standard percentage of rent
- Multi-Agency Fee: Standard percentage of rent + 2%
- Short-Let Fee (genuine holiday lets only — Housing Act 1988 Schedule 1, paragraph 9): Standard percentage of rent + 8% – Minimum 2-Month Fee Applies. Short-term residential lets (where the property is the tenant's only or principal home for a short period) are subject to the same Renters' Rights Act 2025 framework as any other assured tenancy and are charged at the standard tier fee, not the Short-Let Fee.

### General Repairs and Protracted Work:

- No supervision fee for general repairs
- 10% supervision fee only on coordinated works over £800 (refurbishment, multi-trade or quality-checked works) — never on a single-item repair or replacement (Section 10.3)

### Specialised Services (Quotes Available Upon Request):

- EPC, CP12, Annual Boiler Service, EICR, PAT, Risk Assessments, Alarm Installations, End of Tenancy Clean, Lock Change, Domestic Appliance Repair, Court Possession Hearing.

### Key Services & Additional Work:

- Key Duplication: £18 + actual cutting cost
- Key Postal Services: £18 flat rate
- Key Collection/Drop-Off: £18 for first hour, £9 for each half-hour thereafter
- Extra Work by Staff: 'By time' rates at £18 for first hour, £9 for each half-hour thereafter

### Financials:

- Rent Guarantee & Eviction Cover: (Quotes Available Upon Request)
- Service Charges, Ground Rent, Council Tax, and Utility Bill invoices: £10 per payment
- Subletting Registration Form & Payment Service: £28
- Non-Resident Landlord Scheme: £125 per HMRC quarterly return (if applicable)

### Penalties & Special Cases:

- Deposit Dispute: £54 for up to 3 hours, £18 for each additional hour
- Rent Guarantee Insurance Claim: included under Full Management (Section 40.3); retired-service instructions only: £54 for up to 3 hours, £18 for each additional hour
- Witnessing in Court: £120
- Statutory Declaration Service – (Solicitor witness fees included): £95

### Miscellaneous:

- Property Licensing Application: £95
- Digital Property Marketing - (Non-Branded - delivered electronically via email): £95

### Landlord Banking Fees

- International Transfer: Banking charge applied each time sent - £18.00 (Inc VAT)

# Essential Terms and Charges

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## Withdrawal from Agreed Offer

Withdrawal may incur costs and marketing expenses (see Section 43 for full terms): £650.

## Commission Payments/Refund

- 10% (Inc VAT) of monthly rent paid monthly, recurring per 12-month cycle. On £2,000/month rent, that is £200/month. See Section 9 [FEES-002] for the full mechanic.
- The 10% covers the full service bundle for as long as Harvey W James manages the property and a tenant is paying rent — see Section 9 [FEES-002] for what it includes and for what happens when a tenant leaves early.
- If the tenant gives statutory 2 months' notice and vacates, the landlord pays nothing during the void and nothing to re-let — see Section 9 [FEES-002]. There is no balancing charge, no catch-up and no letting fee for the replacement tenant. There is no charge to the tenant either.
- No fee is owed for any month in which no rent is received, whether the property is empty or the tenant has stopped paying. Nothing from a curtailed year is carried forward, invoiced or recovered from the landlord. No cash refunds; any historic credits accrued under the pre-RRA regime are honoured for 5 years.
- Credits expire after 5 years and are applied to subsequent tenancies.

## Tenant statutory 2-month notice — landlord-side mechanic

If the tenant exercises their statutory right to end the tenancy by serving 2 months' notice (Protection from Eviction Act 1977 s.5(1ZA)(a), inserted by the Renters' Rights Act 2025 s.20) and a re-let is required, nothing is charged to the landlord: no letting fee, no re-letting fee and nothing for the void. The standard percentage resumes on rent received from the new tenant's move-in (Section 9 [FEES-002]).

## Other Costs to Consider

- Void periods
- Utilities & council tax
- Mortgage payments

## Other Services offered (Quotes Available Upon Request):

- Gardening: Maintenance, Clearance, Lawn Care, Tree Surgery, Pressure Washing.
- Tradesmen: Locksmiths, Handymen, Plumbers, Electricians, Painters & Decorators, Carpenters, etc.
- Waste Removal: House Clearance, Building Waste, Furniture Disposal.
- Pest Control: Mice, Rats, Bed Bugs, Cockroaches, Wasps, Birds, etc.
- Appliance Repairs: Cookers, Fridges, Dishwashers, Washing Machines, and more, with a 1-year guarantee.
- Removals & Storage: Home Removals, Storage, Furniture Collection and Delivery, Packing Service.

**NB.** Third-Party Contractor Price Adjustments: Please be advised that the prices set forth by our third-party contractors i.e. cleaning companies are subject to periodic review and may change without prior notice. In the event of such a change, we will promptly inform and update you accordingly.

Prices include VAT

# Essential Terms and Charges

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## 4 About Harvey W James [AGENCY-001] [ALL]

Harvey W James is a London-focused lettings and property management business. Our work centres on professional service, regulatory compliance, and clear commercial terms. The notes that follow describe our values, but the operative provisions of this document begin at Section 8 (Agency Services Offered).

**Our Vision:**
Our objective is to deliver consistent, compliant property management services to landlords and a clear, predictable tenancy experience to tenants.

**Who We Serve Best:**

- Visionary private individuals owning prime-quality properties.
- Those who value both optimum rent and sterling tenants.

**Modern Homes for Tomorrow's Tenants:**
Harvey W James focuses on modern, energy-efficient properties (typically EPC rating B or C) but works with all property types subject to the relevant compliance certificates. From 2035 the Decent Homes Standard will apply to private rented properties; landlords whose properties do not currently meet the standard should plan for the necessary works.

Note: We support landlords closely, but we do not replace your legal obligations. Our role is to guide, support, and streamline; the underlying duties remain yours. We encourage every landlord to stay engaged with the regulatory landscape and with their property.

## 5 Services provided by Harvey W James [AGENCY-002] [ALL]

At Harvey W James, we believe that every commendable landlord deserves exemplary tenants, and every deserving tenant should have a quality home.

1. **Redress Scheme Affiliation:** Harvey W James proudly complies with the law by participating in a redress scheme. Should any issues arise, clients can escalate complaints to a mediating organisation, with potential avenues for compensation.
2. **Client Money Protection (CMP):** Our affiliation with a CMP scheme guarantees the safety of your funds. In the unlikely event of financial misappropriation or company insolvency, clients can confidently reclaim lost funds through the CMP.
3. **Legislative Expertise:** We pride ourselves on staying updated with the most recent legislation, regulations, and laws in the private rental sector. This ensures all property dealings and tenancy agreements are legal and compliant.
4. **Tenant Selection:** Our team assesses each applicant on their individual merits and on the suitability of the property type (e.g. family home vs. student accommodation), in line with the Renters' Rights Act 2025 ban on rental discrimination against families with children or benefit recipients, and the Equality Act 2010.
5. **Tenant Quality Assessment:** Beyond property suitability, Harvey W James evaluates potential tenants on objective criteria — affordability, references, conduct in previous tenancies — applied consistently to every applicant. We do not refuse, treat less favourably, or impose different terms on applicants because they have children or because they receive benefits.
6. **Comprehensive Checks:** Rigorous background and credit checks are conducted to ensure the tenant's capability to maintain the property and fulfil rent obligations.
7. **Landlord-Tenant Interaction:** We believe in fostering relationships. As such, we organise meetings between landlords and prospective tenants prior to tenancy commencement.
8. **Ethical Obligations:** Our duty is to prioritise the landlord's interests, devoid of conflicts between our clients and tenants. However, we remain committed to providing support and guidance to tenants facing harassment, victimisation, or persistent anti-social behaviour.
9. **Role Clarification:** Harvey W James operates as a mediator, guiding landlords through the complexities of tenancy agreements, legal responsibilities, and industry best practices. Our role is pivotal in facilitating agreements between landlords and tenants.
10. **Renters' Rights Act 2025 Support:** Harvey W James assists landlords with two new mandatory schemes coming into force under the Renters' Rights Act 2025. (a) The Private Rented Sector Ombudsman — every private landlord will have to join once membership is mandatory (expected 2028), regardless of whether they self-manage or use an agent; we provide guidance on registration, complaint handling, and how to respond to ombudsman decisions. (b) The **Private Rented Sector Database** — every landlord and rental property must be registered before the property can be advertised or let; we manage submissions on behalf of our landlord clients and keep entries up to date.
11. **General Duties Include:**
    - Guidance on the letting process (including Renters' Rights Act 2025 readiness for landlords and tenants)
    - Property viewings and tenant walkthroughs
    - Tenant selection and reference checks (non-discriminatory; compliant with RRA Ch.3 and the Equality Act 2010)
    - Periodic tenancy agreement preparations and inventories (replacing the abolished Assured Shorthold Tenancy since 1 May 2026)
    - Section 13 rent reviews using Form 4A, with First-tier Tribunal support if a tenant challenges the proposed rent
    - Maintenance coordination with associated professionals (including Awaab's Law repair-deadline tracking and Decent Homes Standard compliance monitoring once those provisions are in force)
    - Rent collection; the Annual Property Health Check (included); and interim inspections where the landlord asks for one (Section 35.2, £60 each).
    - Pet request handling — receiving the tenant's request, gathering supporting information, and serving the landlord's written response within the statutory response period (currently expected to be 28 days from receipt of the request, with a 7-day extension from the date the tenant provides any further information that the landlord has requested (HA1988 s.16A(2)(a)), and a further 7-day extension from the date a superior landlord responds where their consent is required (s.16A(3)); final timeframe to be confirmed by secondary regulations under section 11 of the Renters' Rights Act 2025 (HA1988 s.16A))

- Private Rented Sector Database submissions and Ombudsman registration / complaint navigation

By choosing Harvey W James, you are ensuring a seamless, professional, and ethical property rental experience.

### 5.1 Property Viewings/Access

At Harvey W James, our commitment to building trusted relationships with our landlords and tenants is paramount. We have refined our viewing strategies to be as inclusive and accessible as possible, offering flexibility and coverage that extends across London.

1. **Viewing Hours & Coverage:** Our viewings are conducted from 9 am to 9 pm, catering to a diverse range of schedules. To ensure comprehensive coverage across London, we collaborate with Viewber, a third-party company renowned for their professionalism and reliability.
2. **Why Viewber?** Viewber is our chosen partner due to their unmatched dedication to quality service. They offer a versatile solution for hosting viewings, providing live or streamed property visits, and additional marketing services. Available seven days a week, Viewber representatives are meticulously selected and thoroughly trained to represent Harvey W James with excellence.
3. **Viewber Selection Excellence:** Viewber's recruitment process is rigorous, selecting only the most qualified individuals to become part of their network. Less than 8% of applicants are accepted, ensuring that those representing our properties embody our high standards of service, appearance, and communication.
4. **Identity and Security:** Viewber members are required to have up-to-date DBS checks and to provide photo identification to ensure safety and security. Clients can easily verify a Viewber representative's identity through the Viewber Member App, adding an extra layer of trust to the process.
5. **Comprehensive Training & Ongoing Education:** The Viewber Academy provides ongoing training to its members, equipping them with the skills necessary for additional services such as fire door checks, floor plan creation, and 360 tours. This continuous professional development contributes to our high Net Promoter Score and low complaint ratio.
6. **Booking Process:** Applicants select a preferred date and propose up to three time slots between 9 am and 9 pm. Harvey W James then invites the most suitable Viewbers to accept the appointment. Upon acceptance, our team confirms the details with both the tenant and the appointed Viewber.
7. **End-to-End Support:** A Harvey W James Letting Team member will oversee the entire viewing process. From confirming details to offering customer care, negotiating offers, handling referencing and contracts, your Harvey W James representative will be your primary contact throughout your journey with us.
8. **Harvey W James In-Person Viewings:** While our collaboration with Viewber enhances viewing flexibility, there are occasions where the personal touch of a Harvey W James staff member is necessary. This is particularly true for properties that are challenging to locate, such as those in new developments not yet marked on maps or those with complex access routes. In such cases, to prevent any potential frustration for our applicants, we take the initiative to conduct the viewings ourselves. Our goal is to provide a seamless and stress-free experience, ensuring that applicants arrive comfortably and punctually to their viewings.
9. **Concierge and Property Access:** Most of our properties feature concierge services within new-build blocks, which streamlines the process for Viewber to obtain keys. When a property is straightforward to access and locate, Harvey W James typically will not attend, entrusting Viewber with the viewing. Our management of numerous apartment blocks throughout London has proven this method to be highly effective and appreciated by applicants.
10. **Unbiased and Knowledgeable:** Viewbers, not being commission-based, offer unbiased insights with local property knowledge, contributing to a pressure-free viewing experience. We pride ourselves on offering services that prioritise the comfort and preferences of our tenants, ensuring that our process is seamless and devoid of any agenda other than serving our clients' best interests. Additionally, we encourage our tenants to freely share their feedback on the viewing experience. This openness is a cornerstone of our approach, as there are no salespeople involved in the process, allowing for honest and transparent communication.
11. **Common Sense Viewing Scheduling:** At Harvey W James, we apply common sense to the organisation of our property viewings. For all enquiries received before 4 pm, we strive to offer the possibility of a same-day viewing. Enquiries after 4 pm are typically scheduled for the following day. However, if we're already present at the property on the same day, we will make every effort to accommodate you. Our primary desire is to facilitate your viewing of the property at your earliest convenience.
    We work in harmony with Viewber to manage appointments effectively. While immediate viewing may be ideal, we've found that a small window of time allows for a more refined and enjoyable process for everyone involved. This philosophy underpins our practice — we are neither hurried nor lax but operate with thoughtful precision.
12. **Viewing Guarantee and Compensation:** In the rare event of a Viewber no-show, we understand the inconvenience caused and offer a one-time compensation of £20.00. This applies even if the viewing proceeds later than scheduled.
    In the event a Viewber is unexpectedly delayed, we'll communicate promptly if the delay exceeds 10 minutes. If the viewing has not commenced within 30 minutes of the scheduled time, we recognise the disruption to your plans and offer a £20 compensation. However, no compensation is provided if the viewing begins within the first 30 minutes.
    For Viewber lateness, simply inform your Harvey W James representative and provide your bank details for the compensation. This measure ensures our commitment to respecting your time and trust in our services.
    Should a tenant be running late, communication is key. Our Viewber agent will wait for 20 minutes, and with prompt notice, we may extend this wait period if possible. We strive to accommodate the bustling pace of London life to make property viewing as smooth as possible.

By maintaining this balance, we believe we have found the perfect harmony between professional and personal service, epitomising the essence of a viewing experience that is both informative and relaxed.
For additional details on Viewber's services and their operational model, visit www.viewber.co.uk.

### 5.2 Accessing an Empty Property

We prioritise efficiency and flexibility in our appointment scheduling. If we have the landlord's management set of keys, we can expedite the letting process, making it a time-saving endeavour for all parties involved.

### 5.3 Accessing a Tenanted Property

Harvey W James may be allowed to access the property using the landlord's management set of keys or by appointment, always in coordination with the tenant.

1. **Coordination with Tenants:** It's essential to agree with the current tenant/s on potential dates and times, respecting their wishes and preferences.
2. **Courtesy and Professionalism:** Most tenants are agreeable to viewings if handled courteously by the landlord or agent. Respecting their privacy and accommodating their schedules promotes amicable and legal interactions.
3. **Legal Obligations & Requirements:**
   - We give at least 24 hours' written notice: for a visit to check the condition and state of repair, section 11(6) of the Landlord and Tenant Act 1985 requires it, and we give the same notice for every other visit (except in an emergency — Section 62.2).
   - Visits must occur at 'reasonable' times to allow tenant presence or arrangements for a third party.
   - Notice can be through a letter or email but not SMS text.
   - Harvey W James provides notice during office hours (Monday – Friday) and does not arrange viewings for Sundays.
   - Consideration of specific circumstances, such as night shifts, to determine 'reasonable' visiting times.

**Note:** The tenant's right to live without 'excessive demands' for access is paramount.

### 6 Communication Protocols and Responsibilities [AGENCY-003] [ALL]

Effective communication is vital in maintaining a smooth tenant-landlord relationship. Here's how we handle communication at Harvey W James:

- **Lead Applicant/Tenant:** A lead applicant or tenant must be nominated for all future communications, whether via phone, text, or email. This person will be responsible for communicating all updates to other applicants, guarantors, or involved parties unless Harvey W James deems it necessary to contact others directly.
- **Third-Party Suppliers:** Please note that we do not provide assistance to third-party suppliers acting on behalf of the lead tenant (e.g., Housing officers, case/support workers, relocation agents, etc.).
- **During the Renting/Referencing Process:** For convenience, tenants may communicate with Harvey W James via mobile, text, WhatsApp, WeChat, or other instant messaging services.
- **After Check-In: Once checked in, if the property is managed by Harvey W James, repairs and questions about the tenancy go to James, our AI assistant, rather than to the person who arranged your let: on WhatsApp at +44 7463 580011 (the quickest route), by phone on 020 3865 1500 at any hour, through the chat on harveywjames.com, or by email to aftercare@harveywjames.com.**
- **For Managed Properties:** We will continue to contact the appointed person regarding property repairs, rent arrears, etc., throughout the tenancy term. Any change to the appointed person requires written notice, taking effect within 5-7 working days.
- **Repair/Service Updates:** Whenever we write to your landlord about a repair you reported, we also write to you: what we have asked the landlord, the deadline we have given them (a date and a time), and what happens next if they have not replied by then. While we wait, every reminder we send the landlord comes with an update to you, so you always know where things stand. Once a contractor is booked, the lead tenant is given their contact details and the contractor arranges the visit directly.

### 7 Our No-Harassment Policy [AGENCY-004] [ALL]

We want to assure both our landlords and tenants that we adhere to a strict no-harassment policy. We understand that life's circumstances can sometimes make communication challenging, which is why our approach is always rooted in kindness, patience, and professionalism. Whether it's the service of a Section 8 possession notice or a more complicated situation, we will always act with utmost respect and integrity. We are committed to resolving issues collaboratively, not confrontationally.

# Essential Terms and Charges

HARVEY W. JAMES
LETTINGS AND PROPERTY MANAGEMENT

**OCT2026 V2.4.1**

## Part 2 — Our Service and Fees

### 8 Agency Services Offered [FEES-001] [LANDLORD][STAFF]

1. **One service level — Full Management. Harvey W James offers Full Management only. We do not offer a let-only (tenant-find) service, nor rent collection without management; both were retired on 18 September 2026 (Section 10 explains why). Every instruction is a Full Management instruction, and it comprises the three parts below. Finding the tenant:**

- **Property Marketing:** We list and promote your property to potential tenants.
- **Viewings:** We'll facilitate property walkthroughs for interested parties.
- **Reference Checks:** All potential tenants undergo rigorous checks to ensure their credibility.
- **Tenancy Agreements:** We draft and finalise the periodic tenancy agreements (Assured Periodic Tenancies under the Renters' Rights Act 2025 since 1 May 2026).
- **Initial Payments:** Collection of the first month's rent and deposit is managed by us.
- **Inventory and Move-In: the move-in handover is included; inventory, check-in and check-out reports are charged when used, at the prices in the Notices & Service Guide.**

2. **Rent and money:**

- **Rent Collection:** We manage the collection of weekly or monthly rent dues, ensuring timely payments from tenants.
- **Rent Oversight:** We monitor rent payments, handle missed payments, and manage Section 13 statutory rent reviews on the tenancy's anniversary (Form 4A, 2 months' written notice, capped at the open market rent). Since 1 May 2026 informal mid-tenancy "renegotiations" with the existing tenant are no longer permitted as a way to increase rent — Section 13 is the sole lawful mechanism, and the tenant may challenge the proposed rent at the First-tier Tribunal.
- **Deposit Management:** At the end of the tenancy, we facilitate the return of the tenant's deposit after assessing the property's condition.

3. **The tenancy, day to day:**

- **Day-to-Day Management:** We oversee the daily operations of the property during the tenancy, including handling repairs, maintenance, and inventory checks.
- **Emergency Repairs:** In an emergency we act straight away to make the property safe. We try to reach you at once, at least three times by at least two methods (Landlord Terms of Business, clause 5.10); making safe never waits for your reply where waiting is likely to cause greater loss, whatever it costs, and we tell you at once what we have done. An emergency contractor may only make safe; the permanent repair then follows the usual route, and above the maintenance float (one week's rent, Section 47.5) it waits for your go-ahead (Section 10.2).

**NB.** While Harvey W James offers comprehensive property management services, landlords should be aware that the ultimate responsibility and liability for a property lie with them. Our role is to assist and ease the process, but the final responsibility rests with the property owner.

### 9 How our 10% Fee Works [FEES-002] [LANDLORD][STAFF]

**The headline. As your managing agent, Harvey W James charges 10% (Inc VAT) of monthly rent, every month, for as long as we manage your property. There is no separate letting fee, no renewal fee, no rent-review fee. One number, paid monthly, all-in.**

**What the 10% covers. The 10% is a full-service bundle. In any given year of management it covers: finding a tenant when one moves out (marketing, viewings, Goodlord referencing, tenancy set-up, move-in handover); day-to-day management (rent collection, repairs, contractor coordination, tenant communications); renewal and retention work if an existing tenant stays past 12 months (anniversary conversations, decision whether to increase or hold rent); the annual Section 13 rent review using Form 4A under HA1988 s.13 (as amended by RRA s.6) including First-tier Tribunal preparation if challenged; compliance maintenance (Gas Safety, EPC tracking, EICR, smoke/CO alarm checks); Renters' Rights Act 2025 operational compliance (PRS Database registration tracking, PRS Ombudsman support once the scheme is live (expected 2028), Awaab's Law tracking once it reaches the private rented sector); and strategic operational decisions within the Full Management mandate (see Section 10 [FEES-003]).**

**What the 10% does not cover is itemised separately in our Notices & Service Guide pricing schedule: supervision on coordinated works over £800 (Section 10.3), out-of-hours emergency premiums, court possession hearings, statutory declarations, deposit disputes, and similar one-off services. Those are clearly identified as extras.**

**Why we charge this way. What our landlords have told us is clear: they prefer one predictable monthly figure to a list of itemised charges that vary month-to-month. The 10% is a service-bundle subscription — full service, predictable price, no surprises. We acknowledge openly that for a landlord whose tenant stays five years, this is not the absolute lowest-cost option compared to an agent who breaks every line out separately. The trade-off is simplicity, predictability, and trust — and our landlords have consistently chosen those over absolute optimisation.**

**The annual rolling cycle. The 10% applies year on year, every year, for as long as we manage the property. Each 12-month cycle is a fresh start — sometimes a fresh tenancy because the previous tenant moved out (the central London norm), sometimes a continuing tenancy with renewal and retention work. Either way, the 10% covers it.**

**One number, and nothing inside it is billed separately. The 10% is a single fee. It is not made up of separately chargeable parts: there is no letting fee, no re-letting fee, no renewal fee and no rent-review fee inside it or alongside it, and no part of it is ever invoiced to the landlord as its own sum. It is charged only in a month in which rent is received. In a month with no rent there is no fee.**

**Early exit by the tenant — there is no charge. Since 1 May 2026 every tenant has the statutory right to end an assured tenancy at any time by serving 2 months'**

**written notice (Protection from Eviction Act 1977 s.5(1ZA)(a), inserted by Renters' Rights Act 2025 s.20). The landlord cannot withhold consent and no fee can be charged to the tenant for exercising the right. Because fixed terms are gone, a tenancy ending inside twelve months is an ordinary event, not an exception — so we do not price it as one.**

**Where the tenant exits within the first 12 months of a tenancy, the mechanic between Harvey W James and the landlord is:**

**(1) Months tenanted. The landlord has paid 10% for each month the property was let and rent was received. Nothing further is owed for those months.**

**(2) No outstanding balance. Nothing from an unfinished year is carried forward, invoiced or recovered from the landlord in any form. Harvey W James absorbs the cost of the letting work already done. There is no catch-up, no balancing figure and no pro-rated recovery.**

**(3) The void. The landlord pays nothing for the period between the previous tenant leaving and the next tenant moving in. No management fee, no marketing charge, no retainer.**

**(4) Re-letting. Marketing, viewings, referencing, tenancy set-up and move-in for the next tenant are covered by the 10% and are charged at £0. There is no letting fee and no re-letting fee. From the new tenant's move-in date the standard 10% per month simply resumes.**

**(5) Months not tenanted. The landlord pays nothing for the void period between the previous tenant exiting and the new tenant moving in — there is no tenant for us to manage in that gap.**

**Why we do it this way. The old mechanic billed the landlord most in the month they had a void, no rent and a re-let to fund — the worst possible moment. A small firm can absorb that cost; the national chains cannot delete a re-letting fee line without opening a hole in their revenue. We would rather be paid when our landlords are paid. The cadence a landlord sees is 10% of the rent that arrived, every month, with no exceptions and no one-off charges bolted to the end of a tenancy.**

**Worked example. £1,000 per month rent. The tenant gives statutory 2 months' notice in month 4 and vacates at the end of month 6. The next tenant moves in at month 8. Months 1–6: 6 × £100 = £600. Month 7 (void): £0. Months 8–12 with the new tenant: 5 × £100 = £500. Total for the year: £1,100 — eleven tenanted months at £100, and nothing for the month the property stood empty. There is no £360 balance, no settle-up at the new tenant's move-in, and no second letting fee. Under the arrangement this replaces, the same year cost £1,460 (£600 + a £360 early-exit balance + £500).**

**If the tenant stays past month 12 the full letting fee for year 1 has already been recovered through the 12 months of monthly 10%. Year 2 is a fresh 10%/month cycle that bundles renewal/retention work, the Section 13 rent review, and continuing management. There is no discontinuity at the 12-month boundary, and no separate fee triggered by the tenancy continuing.**

## 10 Our Approach to Property Management [FEES-003] [LANDLORD][STAFF]

Full Management is our only service, and choosing it means opting for peace of mind and excellence in property management. With over 25 years in the industry, we've fine-tuned our strategies to deliver harmonious experiences for landlords, tenants, and our team alike.

**Trusting The Experts:**
We are more than just a letting agency; we are property management experts. Our primary focus is not just renting out your property but safeguarding you from the fines and legal pitfalls that can now easily occur. However, balancing this with a seamless experience for tenants is equally important. Quality tenants, after all, are drawn to quality service.

**A Partnership Approach:**
Under Full Management, Harvey W James leads the day-to-day management process within the operational scope set out in this document and in the Landlord Terms of Business. We act in the landlord's best interests and maintain neutral, professional communication with tenants. Matters outside the operational scope we bring to the landlord for written approval before acting (see Section 10.2).

**Emotional vs. Professional Management:**
We pride ourselves on our composure, neutrality, and a holistic approach in times of challenge. It's not about letting anyone 'get away' with anything; it's about following a defined, ethical process. We urge landlords to exercise patience and trust in our proven methods.

**The Meaning of Full Management:**
Full Management is our one service level, and it is operationally intensive; it requires a clearly defined scope of authority for the agency, set out in this document and the Landlord Terms of Business.

Under the Full Management service, we manage the day-to-day operational matters within scope and refer matters outside scope to the landlord for written approval. The intended outcome for the landlord is reduced day-to-day administration and a single point of accountability; the intended outcome for the tenant is a single, professional point of contact for all property matters.

Full Management is a delegated service. We consult the landlord on the matters reserved to them (Section 10.2, Trust vs. Control), and we collaborate with the landlord on repairs where their scale, cost or sensitivity calls for it; routine day-to-day decisions inside the scope are taken by Harvey W James without referral. We do not offer a service in which routine operational decisions are reserved to the landlord.

**Why Full Management only:**

Until September 2026 Harvey W James offered three service levels. We retired two of them on 18 September 2026, and it was not a pricing decision.

Let-only (tenant-find). Finding a tenant properly is most of the work of a tenancy — the pricing, the marketing, the viewings, the referencing, the tenancy agreement, the move-in. Doing all of that for a one-off fee and then handing back the keys is not the business we want to be in: the tenancies we set up, we want to run for years. A landlord who needs a let-only service is better served by one of the many local agents who offer it well.

Rent collection without management. On paper the landlord kept the repairs. In practice that is where those tenancies went wrong: repairs took longer, the standard our tenants expect slipped, and the landlord ended up calling us for

guidance anyway — more work for everyone, for a worse result.

The landlord we are right for wants peace of mind: they instruct a specialist and let the specialist do the job, with the decisions that are theirs brought to them and the routine ones handled without a meeting. A landlord who wants to tailor the job — let the property, collect the rent, handle the rest themselves — or to be consulted on every routine decision is not badly served by that preference; it is simply not the way we run a tenancy, and we would rather say so at instruction than disappoint them later.

Instructions accepted on the retired tenant-find or rent-collection terms before 18 September 2026 continue on the terms signed until ended by either party in the usual way (Landlord Terms of Business, clause 10).

Should you find our approach incompatible with your expectations at any time, you are free to terminate our service as per the conditions laid out in the Landlord Terms of Business.

**Flexible Management Fee:**
Our management fee structure is designed with your best interests in mind, focusing on transparency and fairness. We charge a standard management fee of 10% (inc) VAT of the monthly rent, which includes all routine property management tasks as outlined in our service description.

Where additional work beyond the standard bundle is required (see Section 9 [FEES-002]), specific charges will apply. These additional costs are not included in the standard 10% fee and are billed separately. We choose this approach to offer you greater value, only charging for extra work when necessary. Rest assured, you will be consulted and informed of any additional charges before the work is carried out.

### 10.1 Our Unique Selling Proposition: Strategic Decision-Making Protocol [FEES-003-A] [LANDLORD][STAFF]

Harvey W James reviews the operational scope and workload of the Full Management service annually to ensure that the standard 10% fee continues to cover the activities described in this document. Where new statutory obligations expand the agency's workload (for example, the new Renters' Rights Act 2025 obligations described in Section 44), the fee may be reviewed by giving the landlord the notice required under the Landlord Terms of Business.

**Data-Driven Analysis**
We regularly scrutinise the tasks most commonly needed across the majority of properties we manage, allowing us to focus our resources where they matter most to you.

**Cost Allocation**
By concentrating on frequent tasks, we're able to spread costs across our portfolio, thereby reducing individual expenses for our landlords.

**Dynamic Task List**
Our services adapt to the changing needs and trends within the properties we manage, ensuring we're always ahead of the curve in providing value.

**Ad-Hoc Services**
We clearly outline any infrequent tasks, thus preventing unnecessary manpower allocation and maintaining transparency with our clients.

**Technological Efficiency**
We're dedicated to leveraging automation and cutting-edge technologies to accelerate existing tasks, ensuring that we're making the most of our time and your money.

**Manpower-to-Portfolio Monitoring**
Our team continuously reviews the ratio of staff to property volume. This enables us to maintain optimal service levels while ensuring the financial viability of both our operations and your investment.

**Financial Stewardship**
We conduct regular reviews to ensure that our fees are aligned with the quality and range of services provided, sustaining a profitable and evolving agency that meets and exceeds landlord expectations.

**Performance-Oriented**
Our objective is to consistently meet or exceed the service expectations agreed with each landlord, measured against documented service standards.

### 10.2 Informed Yet Hands-Off: Additional Reporting on Request [FEES-003-B] [LANDLORD][STAFF]

We understand that some landlords want to be kept fully informed about every aspect of their property's management. While we are happy to offer this level of detailed engagement, it's important to understand that it does come with additional administrative costs. Our "by time" rates for this enhanced service are £18 for the first hour and £9 for any half-hour thereafter. Being kept informed is not the same as being consulted for approval: routine decisions inside the Full Management scope are taken by Harvey W James without referral (Trust vs. Control, below); the by-time rate covers the extra reporting, not a change in who decides.

**Extra Tasks and Specialised Assistance:**
We're pleased to handle any extra tasks or provide specialised assistance as needed. If we find that our expertise is limited for a particular issue, we may recommend employing a legal expert or other specialised professionals. In such cases, we'll keep you informed.

**Why the Extra Charge:**
We offer a streamlined management fee of 10% including VAT, designed to cover essential services while keeping administrative tasks to a minimum. Constant updates and communication require extra time and resources, thus the additional cost.

**Anomalies and Additional Costs:**
Please note that our management charges are based on smooth operations, which is typically the case. However, anomalies do occur, and in those instances, our notices and service guides will outline any additional costs that may arise.

**Trust vs. Control:**
For day-to-day operational matters within the scope of the Full Management service, Harvey W James acts on the Landlord's behalf without seeking prior approval for each individual decision. For matters that fall outside that operational scope (capital works, contractor engagements above the maintenance float (one week's rent — Section 47.5), changes to the marketed rent, decisions to issue a Section 8 notice, or any matter that would commit the Landlord to expenditure beyond the management fee), we come to the Landlord first and act on their written approval — a reply by email or WhatsApp is enough. For repairs there are two exceptions: an emergency (Section 8, and 'Emergencies' below), and works covered by the 48-hour

arrangement where the Landlord has chosen it (below). We do not offer a service in which routine operational decisions are reserved to the Landlord (Section 10, The Meaning of Full Management).

**How we decide on a repair:**
**Within the float.** Repairs costing no more than the maintenance float (one week's rent, Section 47.5) are instructed without asking first, and you see them on your statement (Landlord Terms of Business, clause 5.8).
**Above the float.** We send you a written recommendation — what is wrong, the quotes we obtained (Section 47.1), the contractor we recommend and the cost — with a clear reply-by date and time, and we instruct when you say yes. Recommendations over £750 are normally reviewed by a director first. Where the float cannot cover the work, we may ask for the difference first (Section 47.5).
**Emergencies.** We make safe straight away, after trying to reach you at least three times by at least two methods, whatever making safe costs; above the float, the permanent repair waits for your go-ahead (Section 8).
**Capital works and improvements.** These always wait for your written go-ahead, whatever they cost.

**The 48-hour arrangement (optional):**
Many of our landlords live abroad or travel, and a repair should not wait on an inbox. So we offer every landlord a simple arrangement, which applies only if you choose it — by signing a short note or confirming it by email, which we acknowledge — and give us two ways to reach you (for example email and WhatsApp) that you keep up to date. When we send you a written recommendation for works above the float, remind you by your second method at least 24 hours before the deadline, and have not heard from you within 48 hours — no approval, no refusal, no question and no request to wait — we go ahead with the works we recommended, at the cost we quoted. A deadline that falls on a weekend or an English bank holiday moves to 10 am on the next working day. If we cannot send the second reminder, the arrangement does not apply to that recommendation and we wait for you. It never covers more than the limit you set for any one job, which we record on your property record, and never covers capital works or improvements; if the cost changes, we come back to you; and where the float cannot cover the works, the top-up rules in Section 47.5 apply as usual (so a job over £1,000 that the float cannot cover still waits for your top-up, and your tenant is told that). Every recommendation states the exact date and time the 48 hours end and reminds you that no reply means we go ahead, and your tenant is told the same deadline (Section 6). You can change your limit, or switch the arrangement off, at any time by telling us in writing; a change applies to recommendations we send after we receive it.

**Our Promise of Peace:**
Our ultimate goal is to give you peace of mind, even during challenging times. If you feel we are not meeting your expectations, you are always free to voice your concerns or terminate our services as per the Landlord's Terms of Business.

### 10.3 Supervision Fees for Extensive Property Works and Repairs

A supervision fee of 10% (Inc VAT) of the cost of the works applies only when both of these are true: (1) the works cost more than £800 including VAT; and (2) the job needs us to coordinate it — more than one trade or contractor, attending site to supervise or check the quality of the work, or managing a project over time (a refurbishment, a redecoration, multi-trade works). There is no supervision fee on routine maintenance, on the repair or like-for-like replacement of a single item or component whatever it costs (for example a boiler part, an MVHR unit or a thermostatic tap), or on any works costing £800 or less, and there is no higher rate for larger projects. We tell you before the work starts if the fee will apply, and it is itemised separately on your statement. Harvey W James does not take fees, commission or referral fees from contractors, and does not mark up repair costs — even where the Landlord Terms of Business (clause 12.1) would allow it. Our primary objectives are to ensure compliance and offer competitive rates. We negotiate the best rates we can, using our own vetted contractors and, where speed or price calls for it, trusted job platforms, to deliver quality workmanship at fair and reasonable prices, aiming for a first-time fix wherever the job allows.

### 10.4 Supervision Fee Clarification

In the course of our Full Management Service, not all repairs or contractor interactions will incur a supervision fee.
**No Supervision Fee Incurred:**

- Ordering contractors for routine maintenance checks, such as annual gas inspections.
- Quick-fix repairs that involve simple quotation collection and contractor coordination, such as fixing a leak or a faulty light socket. These types of scenarios generally require only 15-30 minutes of administrative work and thus do not incur a supervision fee.
- The repair or like-for-like replacement of a single item or component, whatever it costs — for example a boiler part, an MVHR unit or a thermostatic tap — even where the job costs more than £800.

**Supervision Fee Applicable:**

- Complex refurbishments, extensive redecorations, or works that need more than one trade (for example a bathroom refit needing a plumber, an electrician and a tiler).
- Scenarios requiring the management of multiple contractors and site attendance to supervise and verify the quality of work.
- Projects that necessitate ongoing oversight, coordination, and time management beyond simple administrative tasks.

For such complex scenarios, where the works cost more than £800 including VAT (Section 10.3), a supervision fee of 10% (Inc VAT) of the cost of the work applies. It reflects the extra coordination and time these jobs take, so that they meet the standards we set for property management. You may ask us not to supervise a job (Landlord Terms of Business, clause 5.11), in which case no supervision fee is charged.

## 11 Appointing Harvey W James as Your Letting Agent [FEES-004] [LANDLORD][STAFF]

11.1 Choosing Your Agency Contract
At Harvey W James, we are committed to providing a tailored service to meet your unique property letting needs. You have the option to appoint us on either a Sole Agency or Multi Agency basis.

11.2 Sole Agency Contract
By opting for a Sole Agency contract, Harvey W James becomes your exclusive letting agent for the property.

- **Commitment Period: four weeks, while we market the property. This is the sole-agency marketing commitment and applies before a tenant has been found.**
- **Exclusive Rights:** For the avoidance of doubt, sole agency arrangement means that no other letting agent shall be appointed by the landlord to market the property.
- **Termination: the sole agency can be ended by the landlord at the end of the four-week period on at least two weeks' written notice. This ends the marketing appointment only; ending an existing management is set out in Section 11.4 (three months' written notice, or one month where the property is vacant and unlet).**
- **Fee:** Our standard rate applies, calculated as a percentage of the rent (Including VAT).

11.3 Multi Agency Contract
Multi Agency property marketing is generally unavailable. However, we may consider this option if comparable premium marketing is provided by the other agents.

- **Special Conditions:** Please contact us to discuss this option further.
- **Fee:** Due to the added coordination and competitive environment, our fee for a Multi-Agency contract is 2% higher than that of a Sole Agency contract.

11.4 Fee Structure

- **Sole-Agency Fee:** Standard percentage of rent (Including VAT)
- **Multi-Agency Fee:** Standard percentage of rent + 2% (Including VAT)
- **How our 10% works in practice. See Section 9 [FEES-002] for the full mechanic of how the 10% bundle works year on year, what it covers, and what happens when a tenant leaves early — nothing during the void, nothing to re-let.**

### 11.5 Goodlord platform — Harvey W James' tenant-facing operating system [AGENCY-010] [ALL]

**What Goodlord is.** Goodlord (goodlord.co) is the regulated, tenant-facing platform Harvey W James operates on. The Goodlord platform handles the entire tenant-facing workflow on Harvey W James' behalf: property advertising and offer letters, referencing (Section 26 [APPLY-001] and 26.12 [APPLY-008]), Right to Rent identity verification (Section 26.5 [APPLY-001-B]), tenant-side sanctions checks (Section 26.11 [APPLY-007]), tenancy agreement generation and digital signature (Section 15 [TENANCY-004]), pre-tenancy payment collection (Section 26.10 [APPLY-006]), Goodlord Guarantor (Section 26.9 [APPLY-005]), monthly rent collection (Section 70 [POSSESSION-002]), tenant-side Bills Included (Section 65 [UTIL-003]), and Tenants Liability + Contents Insurance (Section 79 [INSURE-001]).

**Why Harvey W James uses it.** Harvey W James uses Goodlord as the canonical tenant-facing system. Tenants who interact with Harvey W James will encounter Goodlord at multiple points in the tenancy lifecycle — this is intentional, regulated, and common to most professional letting agents in England. Tenants do not need a Goodlord account before applying; the platform is invoked at the point of offer.

**Goodlord services Harvey W James offers to tenants and landlords.** Tenancy Agreements (Goodlord's Fully Managed template — the only level of service Harvey W James offers since 18 September 2026 — with its Common Law and Company Let variants where the tenancy requires them; Section 15 [TENANCY-004]); Rent Collection & Lettings Accounts (Section 70 [POSSESSION-002]); Tenants Liability & Contents Insurance — Defaqto 5-star, £5,000 liability / £10,000 contents (Section 79 [INSURE-001]); Bills Included — broadband, energy, water, council tax change-of-occupancy bundle (Section 65 [UTIL-003]); Rent Protection & Legal Expenses Insurance (Section 40 [RENT-002] — product offered through Goodlord but purchased by the landlord, not the tenant).

**How Goodlord and Lettspay fit together.** Section 11.6 [FEES-004-A] (Lettspay) is the landlord-facing equivalent. The two platforms together handle Harvey W James' complete operational backbone — Lettspay for landlord-side client accounting and IDV/sanctions, Goodlord for tenant-side workflow. Where Goodlord publishes a doc update (e.g. revised Guarantor criteria, updated referencing tiers), the relevant section in this Essential Terms document becomes the place where the change is reflected and re-distributed. We do not maintain separate Goodlord PDFs in our knowledge base — Essential Terms is the single source of truth for what Harvey W James offers through Goodlord at any point in time.

### 11.6 Lettspay — Harvey W James' client accounting platform [FEES-004-A] [LANDLORD][STAFF]

Harvey W James operates its client accounting and landlord-side compliance through Lettspay, a regulated client-money platform purpose-built for letting agents (lettspay.co.uk). Lettspay handles the receipt, segregation, reconciliation and onward release of all rent and landlord-fund movements that pass through Harvey W James, in line with the Client Money Protection (CMP) requirements that apply to letting agents in England. Using a regulated client-money platform — rather than a general-purpose business bank account — means landlord client funds are clearly ring-fenced from the agency's own monies, every transaction is auditable, and remittance reporting is automated.

**Identity, sanctions and compliance checks for landlord clients.** Lettspay also runs the landlord-side identity verification (IDV) and UK sanctions list checks at the point of instruction (lettspay.co.uk/landlord-idv-checks), and continues to monitor the landlord against the sanctions list throughout the management lifecycle. This complements the tenant-side sanctions check Harvey W James runs through Goodlord at the start of referencing. Together, Lettspay (landlords) and Goodlord (tenants) form the two-platform sanctions-compliance architecture described in Section 26.11. Both checks feed the OFSI compliance trail required of letting agents under the UK sanctions regime since 14 May 2025.

**What this means for our clients.** Landlord clients receive consistent, regulated client-money handling and a documented sanctions-compliance trail without having to manage either themselves. Tenants do not interact with Lettspay directly — they interact with Goodlord (referencing, contracts, payments) and with Harvey W James (the agent). Harvey W James reconciles its books on Lettspay and uses Goodlord for the tenant-facing workflow; the two systems together close the operational loop from instruction through to month-on-month management.

## Part 3 — Tenancy Fundamentals (post-RRA regime)

### 12 Tenant's Rights at a Glance (under the Renters' Rights Act 2025) [TENANCY-001] [TENANT]

This section summarises the principal rights conferred on tenants of an Assured Periodic Tenancy by the Renters' Rights Act 2025. Each item cross-references the section of this document where the right is set out in operational detail.

- Right to a periodic tenancy with no fixed end date — Section 15.1.
- Right to end the tenancy at any time on 2 months' written notice — Section 68.
- Right to challenge a Section 13 rent increase at the First-tier Tribunal, with a tribunal-set rent never above the notice figure and never backdated (Housing Act 1988 s.14ZB) — Section 41.
- Right to refuse a rent increase that is not served via Section 13 / Form 4A (HA1988 s.13 as amended by RRA s.6) — Section 41.
- Right to be advertised at and offered a tenancy at the asking rent, without competitive bidding above asking — Section 22.
- Right to refuse to pay rent in advance as a condition of being granted the tenancy — Section 23.
- Right to request to keep a pet, with the landlord required to consider and respond in writing within the statutory timeframe — Section 33.
- Right not to be refused or treated less favourably because of children or because of receipt of benefits — Section 25.
- Right to a habitable property, including the Awaab's Law statutory hazard timeframes (on a date to be set by regulations) and, from 2035, the Decent Homes Standard — Section 46.
- Right to have received prescribed written information about the tenancy (deadline 31 May 2026) — Section 17.
- Right to refer landlord conduct to the Private Rented Sector Ombudsman once landlord membership is mandatory (expected 2028) — Section 77.
- Right to apply to the First-tier Tribunal for a Rent Repayment Order of up to 24 months' rent for specified landlord offences — Section 75.
- Right to a deposit protected in a government-backed scheme within 30 days of payment — Section 39.
- Right to challenge any deposit deduction through the deposit scheme's free Alternative Dispute Resolution service — Section 72.
- Right to require the landlord to use Section 8 grounds (and not Section 21) to seek possession; right to defend possession proceedings in court — Section 69.
- Right to free legal advice through the Housing Loss Prevention Advice Service (HLPAS) before and on the day of any possession hearing.
- Right to confidentiality and lawful processing of personal data under UK GDPR — Section 78.

### 13 Landlord's Obligations at a Glance (under the Renters' Rights Act 2025) [TENANCY-002] [LANDLORD]

This section summarises the principal obligations that the Renters' Rights Act 2025 imposes on private landlords. Each item cross-references the section of this document where the obligation is set out in operational detail.

- Register on the Private Rented Sector Database before advertising or letting any property — Section 21.
- Join the Private Rented Sector Ombudsman scheme — Section 77.
- Use Section 8 grounds (not Section 21) to seek possession — Section 69.
- Use Section 13 / Form 4A (HA1988 s.13 as amended by RRA s.6) as the only mechanism to increase rent (max once per 12 months, capped at open market rent, 2 months' notice) — Section 41.
- Advertise a fixed asking rent and not solicit, encourage or accept offers above it — Section 22.
- Apply screening criteria consistently and not refuse or treat less favourably any applicant because of children or benefits — Section 25.
- Consider tenant pet requests on a case-by-case basis and respond in writing within the statutory timeframe — Section 33.
- Respond to hazards within the Awaab's Law statutory timeframes once they apply to the private rented sector (date to be set; the social-housing regulations are the model): emergency hazards within 24 hours; significant hazards investigated within 10 working days and made safe within 5 working days of the investigation. From 2035, comply with the Decent Homes Standard — Section 46.
- Protect the tenant's deposit in a government-backed scheme within 30 days and serve the prescribed information — Section 39.
- Carry out Right to Rent checks before tenancy commencement — Section 26.1.
- Have provided prescribed written information about the tenancy to existing tenants (deadline 31 May 2026) — Section 17.
- Maintain compliance certificates: Gas Safety (annual), EPC (10 years; minimum E rising to C by 2030), EICR (5 years), Smoke and CO alarms — Sections 44, 45.
- Comply with Local Authority property licensing where applicable (selective, additional HMO, mandatory HMO) — Section 20.
- Process tenant personal data lawfully under UK GDPR; pay the ICO data protection fee — Section 78.
- Provide a habitable property at the tenancy start date — Section 30.
- Diary and respond to tenant complaints; if unresolved, the matter can be escalated to the Property Redress Scheme (agent) or PRS Ombudsman (landlord) — Section 76.

### 14 Understanding Tenancies and Licences [TENANCY-003] [ALL]

There are two significant categories when renting a property:

- You can be a Tenant.
- Or you can be a Licensee.

#### 14.1 What's the Difference?

- **Tenant:** As a tenant, you essentially own the property during the lease period. It's not just living there; you have a legal interest in it.
- **Licensee:** A licensee, on the other hand, only has permission to occupy the property. The landlord's rights are stronger in this scenario.

#### 14.2 The Law of Property Act 1925

This law sets the legal ownership of land in two types:

- **Freehold:** The closest one can get to absolute ownership.
- **Leasehold: This refers to tenants and can be long (e.g., 999-year lease) or short (the rental tenancies covered by this document — Assured Periodic Tenancies under the Renters' Rights Act 2025 since 1 May 2026, or pre-existing fixed-term Assured Shorthold Tenancies that are now legacy).**

### 14.3 Owning the Property

When you lease or rent a property, you 'own' it for the duration of the lease. It's a unique kind of ownership, separate from freehold. A property can have multiple legal interests simultaneously.

**For example:**

- Warren may own the freehold of Goodman's Estate.
- Bonnie might have an Assured Periodic Tenancy of a cottage on the estate (or a legacy AST if the tenancy started before 1 May 2026).
- Max could own a right of way over the land.
- The Megabank might hold a mortgage over the entire estate.

These legal interests coexist, guided by land law.

### 14.4 The Right to Sell (Assignment)

A tenant has the legal right to sell their interest in the land. Not the freehold, but the lease or tenancy. It's known as 'assignment' and is common with long leases.

**Note:** In short lets, this right can often be excluded in the agreement, but it may still be possible in some cases.

### 14.5 Why This is Important

Understanding the legal aspects of renting or leasing property is crucial. Landlords offering Assured Periodic Tenancies under the Renters' Rights Act 2025 must recognise that they have relinquished day-to-day control over the property for the duration of the lease. This legal commitment emphasises the importance of clear agreements and a solid understanding of both parties' rights and responsibilities.

**Conclusion:**

Whether you're a landlord renting out your property or a tenant considering a lease, understanding the legal commitment is crucial. Owning a lease is not just a casual agreement; it's a binding legal contract that confers rights and responsibilities.

## 15 Tenancy Agreements [TENANCY-004] [ALL]

15.1 Assured Periodic Tenancy: What You Need to Know (Assured Shorthold Tenancies abolished since 1 May 2026)

Since 1 May 2026, the Assured Shorthold Tenancy (AST) has been abolished by the Renters' Rights Act 2025 and replaced with the Assured Periodic Tenancy. All existing ASTs automatically convert to periodic tenancies on that date. The notes below describe the new regime; the legacy AST text that follows is retained for historical reference for any tenancy that ended before 1 May 2026:

- **Duration** (Legacy AST — no longer applies post-1 May 2026): Pre-RRA AST tenancies typically spanned 6, 12, 18, or 24 months. Since 1 May 2026 every assured tenancy has been periodic from inception with no fixed term — see "The new Assured Periodic Tenancy regime" block below.
- **Notice Period** (Legacy AST — no longer applies): Pre-RRA, landlords could serve a Section 21 notice giving 2 months' notice after the fixed term ended. Section 21 has been abolished since 1 May 2026; landlords must now use Section 8 grounds (see Section 69).
- **Rent Control:** (Legacy AST — no longer applies): Pre-RRA, rent could only be increased mid-term by mutual agreement or where the agreement permitted it. Since 1 May 2026, Section 13 is the only mechanism to increase rent (see Section 41).
- **Security:** (Legacy AST — no longer applies): Pre-RRA, ASTs gave tenants security during the fixed term subject to compliance. Since 1 May 2026, security comes from the abolition of Section 21 and the requirement that landlords use Section 8 grounds with court-supervised possession.
- **Deposits:** Landlords often take a deposit to protect against breaches of the tenancy agreement. This must be protected in a government-approved scheme.
- **Termination:** (Legacy AST — no longer applies): Pre-RRA, either party could terminate after the initial fixed term with the required notice; otherwise the tenancy converted to statutory periodic. Since 1 May 2026 every assured tenancy has been periodic from inception — see Section 68 for ending an assured periodic tenancy.
- **Rights & Responsibilities:** Both landlord and tenant have specific rights and responsibilities, including maintenance of the property, rent payment, following agreed-upon terms, etc.
- **Regulation:** (Legacy AST — no longer applies): The AST framework was the dominant tenancy type from 1989 to 30 April 2026. Since 1 May 2026 it has been replaced by the Assured Periodic Tenancy under the Renters' Rights Act 2025 — see "The new Assured Periodic Tenancy regime" block below.

**The new Assured Periodic Tenancy regime (since 1 May 2026)**

Since 1 May 2026 every assured tenancy in England has been an Assured Periodic Tenancy. The replacement regime that applies in place of the AST description above is summarised here:

**Form:** Periodic from inception. There is no fixed term and no end date. The tenancy continues monthly (or weekly/fortnightly if the rent period is shorter) until lawfully ended.

**Tenant's notice to leave:** 2 months' written notice at any time, ending on a day on which rent is due (or the day before).

**Landlord possession:** Section 8 grounds for possession (Housing Act 1988 Schedule 2 as amended by the Renters' Rights Act 2025) only. Section 21 "no-fault" eviction is abolished. Some grounds (e.g. Ground 1 landlord moves in, Ground 1A sale) cannot be used in the first 12 months. Ground 8 (serious rent arrears) now requires at least 3 months in arrears.

Rent increases: Section 13 / Form 4A (HA1988 s.13 as amended by RRA s.6) is the only lawful mechanism. Maximum once per 12-month period; minimum 2 months' written notice; capped at the open market rent. Rent review clauses, renewals, and informal mid-tenancy "negotiations" are no longer permitted. The tenant can challenge the proposed rent at the First-tier Tribunal, which sets the open market rent where that is lower than the notice figure and can never set a rent above it (Housing Act 1988 s.14ZB(5)); the new rent then takes effect from the notice date if that is on or after

the determination, otherwise from the first rent period after it — never backdated (s.14ZB(3)).

**Deposit:** Unchanged: 5 weeks' rent under £50,000 p.a., 6 weeks' above. Must be protected in a government-backed scheme within 30 days. No separate "pet deposit" permitted — pet damage is recovered from the standard deposit.

**Pet right:** Statutory right to request a pet. Landlord must consider on a case-by-case basis and respond in writing; cannot impose a blanket ban or refuse unreasonably. (See Section 33.)

**Bidding wars:** Landlord/agent must advertise a fixed asking rent and cannot solicit, encourage or accept offers above it.

**Discrimination:** Cannot refuse, treat less favourably, or impose different terms because the tenant has children or receives benefits. (See Section 25.)

**Standards: Awaab's Law (statutory damp/mould and hazard timeframes — emergency hazards within 24 hours; significant hazards investigated within 10 working days and made safe within 5 working days of the investigation) will apply to private rented properties on a date still to be set by regulations (section 60 of the Renters' Rights Act 2025; the timeframes stated are those of the social-housing regulations, SI 2025/1042); the Decent Homes Standard applies from 2035.**

**Redress:** Mandatory landlord registration on the new Private Rented Sector Database (Section 21) and the new Private Rented Sector Ombudsman (Section 77), the Database opens on 15 December 2026 (London window 15 July to 14 October 2027); Ombudsman membership is expected to become mandatory in 2028.

### 15.2 Lodgers Agreement

As a lodger, you likely possess a licence agreement rather than a traditional tenancy. Lodgers are considered license holders rather than tenants under the law and have minimal legal rights.

NB. A lodger's licence is materially different from an assured tenancy and lies outside the Renters' Rights Act 2025 framework. Lodgers do not have the statutory protections (Section 8 grounds, Section 13 rent reviews, PRS Database, PRS Ombudsman) that apply to assured tenants.

### 16 Roommates Agreement [TENANCY-005] [TENANT][LANDLORD]

This information establishes the rights and responsibilities that the Roommates have with respect to each other. It does not replace or eliminate the rights and responsibilities arising from the Residential Tenancy Agreement.

Acknowledging the Key Aspects:

1. **Rent & Damage Deposit:** Paid as described in the Residential Tenancy Agreement.
2. **Utilities Sharing:** Roommates share utilities not included in the rent.
3. **Behaviour & Respect:** Emphasising reasonable behaviour, respect for property, privacy, and sleep schedules.
4. Cleaning & Maintenance Responsibilities: Sharing cleaning duties, possibly through a schedule.
5. **Personal Items & Sharing Policy:** Clear guidelines on borrowing and sharing personal items.
6. **Best Practices:** Includes guidelines for household supplies, kitchen use, cleaning schedules, and guest visits.
7. **Common Issues & Additional Agreements:** Outlines potential conflicts and suggests DIY agreements.
8. **Conflict Resolution:** Advice on resolving conflicts and a note that your agency doesn't mediate in roommate disputes.

**Common Issues:**

- Stayed too long, over too often, no notice, disrespect for space and belongings, heating disagreements.

**A Way Forward:**

It's essential that all roommates understand and agree to these terms. Here's what you can do:

- **Create a Formal Document:** Consolidate these terms into a formal Roommates Agreement document.
- **Get Signatures:** Have all roommates review and sign the document, acknowledging their understanding and commitment.
- **Provide a Copy:** Ensure each roommate has a copy of the signed agreement for reference.
- **Regular Review:** Encourage roommates to review the agreement regularly and communicate openly about any concerns.

**All Roommates Agree:**

- To act reasonably, refrain from any disruptive behaviour, discuss concerns, negotiate in good faith, and respect each other's property, privacy, and schedules.
- To share responsibilities of cleaning and maintaining the residence, including dusting, vacuuming, emptying trash, mopping/sweeping floors, and cleaning bathrooms.
- Not to use or borrow other roommates' personal items without approval.

### 16.1 Best Practices

- **Household Supplies:** Keep a ledger for shared supplies.
- **Kitchen Use and Clean-Up**: Establish rules for shared or individual food expenses and kitchen clean-up.
- **Cleaning Schedule:** Create a cleaning schedule or work together at a designated time.
- **Guest Schedule:** Agree on guest visit agreements and be respectful of shared spaces.

### 16.2 Additional DIY Agreements

Consider agreements on smoking, parking, overnight guests, sound system use, etc.

### 16.3 Resolving Conflicts with Roommates

Roommates must resolve disputes themselves or seek help from local citizen advice bureaus.

### 17 Statutory Written Information for Existing Tenants (31 May 2026 deadline) [STATUTORY-001] [ALL]

Where a landlord did not provide an existing tenant with a written tenancy agreement, or did not provide the prescribed information about the tenancy, paragraph 7 of Schedule 6 to the Renters' Rights Act 2025 requires the landlord to give the tenant any information in writing about the changes made by the Act which is required to be given by regulations made by the Secretary of State, before the end of the period of one month beginning with the commencement date. The commencement date for Phase 1 was 1 May 2026 (per SI 2026/421), so the deadline for service is 31 May 2026. This section explains what the requirement covers and how

Harvey W James will operate it for managed-property tenants.

**17.1 What the prescribed information includes**
The information to be served covers the new Assured Periodic Tenancy regime (Section 15.1), the post-RRA notice rules (Section 68), the Section 13 rent review process (Section 41), the abolition of Section 21 — see Section 69 [POSSESSION-001] for the Section 8 grounds that replace it, the prohibition on bidding wars (Section 22), the right to request a pet (Section 33), and the new redress and registration schemes — PRS Database (Section 21) and PRS Ombudsman (Section 77). The prescribed text is a government-issued tenant information sheet referenced in Section 15.1.

**17.2 Deadline**
The information was required to be served on or before 31 May 2026 (one month after the RRA Phase 1 commencement date of 1 May 2026). Late service is not necessarily fatal but it is a breach of section 16 and can be referred to the PRS Ombudsman.

**17.3 What Harvey W James will do for managed-property tenants**
Where Harvey W James manages the property, the prescribed information is served on the tenant by email (the deadline for tenancies that existed on 1 May 2026 was 31 May 2026), with a confirmation that the tenancy is an Assured Periodic Tenancy since 1 May 2026 and a link to this Essential Terms and Charges document. The tenant's tenancy agreement is automatically converted by operation of the Act; no new agreement needs to be signed.

**17.4 Non-managed tenancies (retired-service instructions only)**
This section applies only to instructions accepted on the retired tenant-find or rent-collection terms before 18 September 2026 (Section 8). Where such a property is not managed by Harvey W James, the obligation to serve the prescribed information rests with the landlord. We can prepare and serve the prescribed information on behalf of an unmanaged-property landlord client on request, at our staff-time rate of £18.00 per hour or as separately agreed.

## Part 4 — Property Marketing and the Application Process

### 18 Property Marketing Guidance [MARKET-001] [LANDLORD][STAFF]

As time goes by, the freshly painted walls become stained, the kitchen countertops get burned & chipped, sofas get soiled, and the carpet loses its shine because of constant foot traffic.

Paint jobs and general wear and tear tend to be more visible after five years and generally at the end of long tenancies, making it the best time to tell if the property needs some fresh decoration. Pre-marketing compliance check (Renters' Rights Act 2025): Before any property is taken to market, Harvey W James will verify that (a) the landlord is registered on the Private Rented Sector Database (regional rollout from 15 December 2026; London window 15 July to 14 October 2027 — see Section 21), (b) the property to be marketed has a Unique Property Reference Number entry on the Database, and (c) the Database entry is current. We will also confirm that current Gas Safety, EPC and (where applicable) EICR certificates are on file. We cannot lawfully advertise a property whose landlord or property is not registered, and we cannot lawfully accept a holding deposit until the Database entry is confirmed. Until the PRS Database is live, we will operate the equivalent compliance check using our internal landlord file, in preparation for the live Database.

- **Our marketing standards:** To market properties that are clean and presentable with a good-quality finish so that we can advertise the strongest realistic asking rent and attract quality tenants. Under the Renters' Rights Act 2025, properties must be advertised at a fixed asking rent and offers above that figure cannot be solicited or accepted. This applies to appliances and furnishings subject to some reasonable fair, wear and tear.
- **Our actions:** We suggest freshening up every three to five years in the name of good practice as we have found your property will likely achieve the maximum rent and better-quality tenants. Moreover, it is advisable to deep clean the carpet and window dressing i.e., nets & curtains at least once a year. That way you are not only creating a pleasant environment to live in but prolonging the life of the items, too.

### 19 Photoshoot Guidance [MARKET-002] [LANDLORD][STAFF]

Importance notices for a property shoot to be completed.

- **Property Vacant:** Property and furniture must be suitable for rental purposes, reasonably clean and decluttered before a professional photo shoot can be performed. This will be assessed at the valuation stage.
- **Occupied**: Property and furniture must be suitable for rental purposes, reasonably clean and decluttered before a professional photo shoot can be performed. Alternatively, the photo shoot will be carried out once the occupier has vacated the property. Once the property is vacant, we will inspect the property to assess its condition.
- If the property requires a cleaning / decluttering service, the landlord will be provided with a quotation for these services. Once completed a professional photo shoot will be performed.

**NB.** If the property condition does not meet our marketing and photo shoot standards, we may return the property back to the owner.

### 20 Property Licensing Services [MARKET-003] [LANDLORD][STAFF]

Property licensing serves as a method used by Local Authorities to ensure that landlords are fit to operate rental properties and that living standards are maintained. Here's an overview: In addition to local property licensing, the Renters' Rights Act 2025 introduces a national Private Rented Sector Database, opening regionally from 15 December 2026 (London 15 July to 14 October 2027; every landlord by 14 November 2027; £65 per property per year). Every private landlord must register themselves and each rental property on the Database before they can lawfully advertise or let it. Failure to register carries a council penalty of up to £7,000 for a breach (section 91), up to £40,000 for an offence under section 92 (false information, or continuing or repeating the breach), and while the landlord is in breach the court cannot make a possession order except on Grounds 7A and 14 (section 90; Housing Act 1988 s.7(5ZC)). Local property licensing and the national PRS Database are separate, parallel obligations — landlords must comply with both. The registration is the landlord's to start (GOV.UK: landlords are responsible for starting and ending the registration process); Harvey W James tells every managed landlord when their window opens and helps with the entries as far as the regulations under section 77 allow.

1. **Types of Licence**
   - **HMO Licence:** For properties occupied by five or more persons in two or more households.
   - **Additional HMO Licence:** For properties with 3 or more non-related occupants sharing basic facilities.
   - **Selective Licence:** For all let residential accommodation not classified as Additional or Mandatory HMO.

   **Criteria for Granting a Licence:**
   - Fire safety measures.
   - Updated annual gas safety checks.
   - Certified electrical wiring and appliances every five years.
   - Adequate living conditions, cooking, washing facilities, cleanliness, refuse storage and disposal.
2. **Number of Households**
   - Definitions vary, with examples like 3 unrelated friends forming 3 households, whereas 2 married couples with children forming 2 households.
3. **Definitions of Households and Families**
   - **Household:** Occupants in a housing unit, could be a single-family, one-person, or unrelated people.
   - **Householder:** One person designated in the household, either family or a nonfamily householder.
   - **Other Definitions:** Includes spouse, child, other relatives (grandchild, brother/sister, parent, etc.), nonrelatives (roomer, boarder, unmarried partner, foster child, etc.), unrelated individual, and family type.

These regulations contribute significantly to defining landlord-tenant relationships and ensuring the well-being and safety of tenants. They align well with your agency's focus on redefining landlord-tenant dynamics and commitment to modern, energy-efficient homes.

### 20.1 Licensing Applications

Harvey W James, with years of expertise in the property industry, is well-equipped to assist landlords with their licensing applications. International landlords, in particular, can find immense value in partnering with Harvey W James. The complexities of London's property licensing scheme necessitate having a 'fit and proper' person on the ground to ensure compliance with all regulations. By having Harvey W James apply for the licensing in their name, international landlords are afforded the peace of mind that the role and responsibilities set out in the property licensing scheme are being diligently handled. Harvey W James's commitment to top-tier compliance, integrated with a deep understanding of modern housing standards, positions them perfectly to take on this essential role. Their promise of marrying green commitments with luxury aligns seamlessly with the licensing requirements, making them the go-to choice for landlords seeking a responsible, efficient, and expert liaison in the London property market.

Harvey W James simplifies the property licensing process, offering fixed fees for different types of applications:

- **Selective License Application:** Compliance Check, 1-hour consultancy (up to 5 tenants) - £95 (incl. VAT).
- **Additional License Application:** Compliance Check, 1-hour consultancy (up to 6 tenants) - £95 (incl. VAT).
- **Mandatory HMO Application:** - Quotes available on request

**Note for Overseas Landlord**
For properties that are managed by overseas landlords, Harvey W James will be designated as the proposed licence holder. This requirement is aligned with ensuring that only individuals who are considered fit and proper are entrusted with licences or involved in the management of licensed properties.

### 20.2 Property Licensing – Other Services

- Floor planning: £50 (incl. VAT).
- Consultancy Service: £100 (incl. VAT) per 60 minutes.

### 20.3 Application & Declaration

You must inform relevant persons, in writing, about the application, including details like your name, contact information, the nature of the application, property address, and more.

### 20.4 Property Licensing for Managed Properties

A copy of the property licence or proof of application is required before offering premises for letting. Failure to provide or obtain one will result in discontinuation of services, with liability for full fees.

Harvey W James is clearly committed to ensuring compliance with local and national regulations, streamlining the licensing process, and offering expert consultancy services to help property owners navigate complex requirements.

### 20.5 Property Licensing Monitoring Service

As enforcement continues to grow, especially in London, councils are taking proactive steps to target rogue landlords and agents.

Leveraging Kamma's innovative compliance technology, we enhance our Property Licensing Monitoring Service to deliver real-time, data-driven insights, ensuring your property consistently meets licensing requirements. This tool complements our hands-on support, providing an additional layer of protection in the ever-evolving regulatory environment.

Harvey W James is there to help you stay compliant with these rules through their Property Licensing Monitoring Service:

- **License Checking:** Verifying the correct property license.
- **Advice:** Guiding you to obtain the right license for your property.
- **Registration & Notification:** If selected, your property will be registered with the scheme, and you will be notified if a licensing scheme applies.
- **Monitoring & Assistance:** Ongoing monitoring and help in the application process if required.
- **Site Visit & Floorplan:** Provide a measured floorplan if necessary.
- **Application Preparation:** Offering hard copy or online application form preparation.
- **Telephone Advice:** Support from an experienced Environmental Health Officer during the license application process (subject to fair usage policy, advice restricted to license application-related issues).

This comprehensive service ensures that you are in line with current regulations and have the support and expertise you need throughout the process.

## 21 Private Rented Sector Database (Mandatory Landlord Registration) [MARKET-004] [LANDLORD][STAFF]

### 21.X PRS Database registration tracking — operational responsibility [MARKET-004-A] [LANDLORD][STAFF]

**Who is responsible for registration.** The Private Rented Sector Database, established under Part 2 Chapter 3 of the Renters' Rights Act 2025 (sections 75 onwards), requires every dwelling in scope to be registered before it can be marketed or let. The landlord is the legally responsible party. Harvey W James operates the registration on the landlord's behalf as agent under Full Management — but the legal duty rests with the landlord.

**Harvey W James' registration workflow.** (1) At point of instruction, Harvey W James verifies whether the dwelling is already registered on the PRS Database. (2) If not, Harvey W James prepares the dwelling entry and the landlord entry, and submits them through the PRS Database operator. (3) The landlord receives a confirmation reference. (4) Harvey W James does not begin marketing or progressing tenant applications until the database confirmation is received. (5) Annually, Harvey W James verifies the registration is still active and renews if required. Database registration data is held on Lettspay (Section 11.6 [FEES-004-A]) alongside the management agreement.

**What happens if a dwelling is not registered.** Marketing or letting a dwelling that is not registered on the PRS Database breaches section 82 of the Renters' Rights Act 2025, with a council penalty of up to £7,000 (section 91) and an offence under section 92 where the breach continues or is repeated. Harvey W James will not market or let an unregistered dwelling. Where the landlord refuses to authorise registration or to pay any associated fee, Harvey W James will not proceed with the instruction.

**Lapsed registrations.** Where a registration lapses (renewal missed, landlord change of details not updated within the required window), Harvey W James will (i) alert the landlord within 5 working days of becoming aware, (ii) suspend marketing of the dwelling pending re-registration, (iii) notify any current tenant that the registration has lapsed (which

may have downstream consequences for the validity of any future Section 8 possession claim by the landlord), and (iv) re-register the dwelling once the landlord re-authorises. Harvey W James does not warrant the validity of any landlord action taken during a registration lapse.

The Renters' Rights Act 2025 (Part 2 Chapter 3) creates a national, public Private Rented Sector Database, opening regionally from 15 December 2026 (London 15 July to 14 October 2027). Every private landlord must register themselves and each let property before they can lawfully advertise or let it. This is a national obligation that sits alongside (not instead of) any local property licensing requirements (see Section 20).

**21.1 What goes on the Database**
Each landlord receives a unique landlord identifier and each property a Unique Property Reference Number. Visible information will include the landlord's name and contact details, the registered properties, and any banning orders, civil penalties, financial penalties, or possession orders held against the landlord. Compliance certificates (Gas Safe / EPC / EICR) are likely to be uploaded too, subject to secondary regulations. Providing false or misleading information to the Database is a criminal offence.

**21.2 What landlord clients need to provide to Harvey W James**
To submit on your behalf we will need: (i) full legal name (or company name and registered number); (ii) registered correspondence address and a service email; (iii) full address of every property to be registered, with title number where available; (iv) current Gas Safety certificate, EPC, EICR, and any HMO/selective/additional licence; (v) tenancy deposit scheme references for active tenancies; (vi) details of any prior banning orders, civil penalties, or possession orders. We will keep the entry up to date and re-submit at the renewal cycle set out in the Database regulations.

**21.3 Penalties for non-registration**
An unregistered landlord cannot lawfully advertise, market or let the property, and while in breach cannot obtain a possession order except on Grounds 7A and 14 (section 90). Council penalties are up to £7,000 for a breach (section 91) and up to £40,000 for an offence under section 92 (continuing or repeating the breach, or false information). Letting agents who advertise or let an unregistered landlord's property face the same scale of penalties — which is why we will not market a property until the landlord is registered.

## 22 Rental Bidding Ban (section 56 of the Renters' Rights Act 2025) [BIDDING-001] [ALL]

Since 1 May 2026, the Renters' Rights Act 2025 prohibits landlords and letting agents from soliciting, encouraging or accepting rent above the advertised asking rent. This section explains how the rule works at Harvey W James and what tenants and landlords need to know.

**22.1 What the ban requires**
Landlords and letting agents must (a) advertise a single fixed asking rent — vague or "from £X" pricing is not permitted; (b) not invite, encourage or accept any offer of rent above the advertised figure; (c) not run a "best and final" bidding round; (d) not vary the rent upward as a condition of accepting the tenant's application. The rule applies even where the tenant volunteers a higher offer.

**22.2 First-come allocation process**
Where Harvey W James receives more than one acceptable offer at the advertised asking rent, applications are processed strictly in the order received. The first applicant whose holding deposit is received and whose application progresses to a passed reference is offered the tenancy, subject to landlord approval. Order of receipt is established by the date the holding deposit is received, not the date verification or referencing completes. The full process is set out in Section 29 (Allocation Process for Multiple Acceptable Offers).

**22.3 Penalties for breach**
Local authorities can impose a civil penalty of up to £7,000 for a breach of the ban, and a further penalty of up to £7,000 for a repeat within five years (section 57). Letting agents share the penalty exposure with the landlord — which is why Harvey W James will not negotiate offers above the advertised rent.

**22.4 How to report a breach**
A tenant who believes a landlord or letting agent has breached the bidding ban can (a) raise the matter with the agent or landlord under their internal complaints process; (b) escalate to the local authority Trading Standards team; (c) once landlord membership is mandatory (expected 2028), refer the conduct to the Private Rented Sector Ombudsman under Section 77. Harvey W James will assist any tenant raising a complaint about another agent or landlord with documentary evidence we hold (advertisements, offer correspondence, holding-deposit records).

## 23 Rent in Advance Ban [RENTADV-001] [ALL]

From 1 May 2026 the Renters' Rights Act 2025 prohibits landlords and letting agents from requiring rent in advance as a condition of granting a tenancy. This section consolidates the rule and its alternatives.

**23.1 What the ban means**
A landlord or letting agent cannot require an applicant to pay rent for the full term (or any period beyond the first month) up-front as a condition of being offered the tenancy. This is true even where the applicant volunteers the payment, where the applicant has failed referencing, where the applicant is a foreign national or student, or where the property is in a high-demand market. The previously common practice of asking for "6 months' rent in advance" or "12 months' rent in advance" to overcome a failed reference is no longer permitted.

**23.2 Alternatives where referencing or affordability falls short**
Where an applicant does not pass the standard 30x monthly rent affordability calculation (Section 26), the available alternatives are: (a) an individual guarantor who passes the higher 36x affordability test; (b) a professional guarantor service such as Goodlord Guarantor, which provides up to 3 years' guarantor cover for an upfront fee paid by the tenant. Both routes preserve the tenant's month-by-month rent obligation. Harvey W James will explain the guarantor options to any applicant who would otherwise have considered paying rent in advance.

**23.3 Routine first-month's rent**
The ban on rent in advance does not affect the routine first month's rent paid as part of the move-in monies (alongside the security deposit and any holding-deposit credit). The first month's rent is consideration for occupation of the property and not "rent in advance" in the prohibited sense.

## 25 Anti-Discrimination Policy and Screening (Part 1 Chapter 3 of the Renters' Rights Act 2025, sections 33–42 — England) [DISCRIM-001] [ALL]

Harvey W James operates a strict non-discrimination policy that complies with the Renters' Rights Act 2025 (Chapter 3, sections 32–37) and the Equality Act 2010. This section sets out what we will and will not do when assessing applications, and what protection tenants and applicants have if discrimination occurs.

### 25.1 What is prohibited

Since 1 May 2026 it has been unlawful for a landlord or letting agent in England to refuse to let a property, treat an applicant less favourably, or impose different terms because the prospective tenant: (a) has, or might have, a child living with them; or (b) is in receipt of housing benefit, Universal Credit, or any other state benefit. Any term in a tenancy, mortgage, head lease or insurance policy that purports to ban tenants with children or benefit recipients is also unenforceable. "No DSS" advertising and screening is banned outright.

### 25.2 How we screen applications

Every applicant is assessed on the same objective criteria, applied consistently: (i) affordability calculated on a 30x monthly rent income-to-rent ratio (or guarantor at 36x), regardless of whether income is from employment, self-employment, or benefits; (ii) references from previous landlords/agents and (where applicable) employers; (iii) credit history and identity verification; (iv) Right to Rent checks under the Immigration Act 2014; (v) for HMOs, household composition for licensing purposes only. We do not refuse, treat less favourably, or impose different terms on any applicant because they have children or because they receive benefits. We do not vary the deposit, the rent, the guarantor requirement, or the tenancy length on those grounds.

### 25.3 Equality Act 2010 protected characteristics

The RRA 2025 protections sit alongside the Equality Act 2010, which already prohibits discrimination on grounds of: age; disability (mental and physical); gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation. The two regimes are independent — an applicant or tenant may rely on either or both.

### 25.4 Penalties for breach

A local housing authority can impose a civil penalty of up to £7,000 for each breach of the anti-discrimination provisions in Chapter 3 of Part 1 of the Renters' Rights Act 2025 (section 40), with a further penalty where the conduct continues after 28 days. Equality Act 2010 breaches are actionable in the County Court for damages and injunctive relief. Harvey W James keeps a documented audit trail of every screening decision so that, if challenged, our process can be shown to be objective and consistent.

### 25.5 Reporting concerns

If you believe you have been discriminated against by Harvey W James or by a landlord we represent, write to us at harvey@harveywjames.com. If we cannot resolve the matter internally, you can escalate to the Property Redress Scheme (regarding our conduct), the Private Rented Sector Ombudsman (regarding the landlord's conduct — once landlord membership is mandatory, expected 2028), or the County Court.

## 26 Referencing Process and Right to Rent Checks [APPLY-001] [TENANT][STAFF]

- **Provider:** Utilises third-party external references to maintain unbiased and accurate checks.
- **Standard Checks:** Incorporates a credit reference check and a reference from the previous landlord or letting agent.
- **Income to Rent Calculation (applied consistently regardless of income source, in compliance with Renters' Rights Act 2025 Chapter 3 and the Equality Act 2010):** The monthly rent is multiplied by 30. For instance, if the monthly rent is £1,000, the combined annual income must be at least £30,000. The 30x affordability calculation is applied to the applicant's verified income from any lawful source — employment, self-employment, benefits, pension, or other regular income. We do not weight, discount or exclude any income on the basis of its source, and we do not refuse, treat less favourably, or impose different terms on applicants because they have children or because they receive benefits (see Section 25).
- **Verification of Affordability:** Covers different employment statuses and incomes, such as employed, temporary employment, self-employment, benefits, independent means, and additional incomes, detailing the specific requirements for each.
- **Open Banking:** A secure way for tenants or guarantors to instantly verify income, with Credit Kudos being a trusted partner. It ensures security, government-grade encryption, and a holistic view of the applicant's affordability without penalising them for the lack of credit history or other non-relevant factors.
- **Special Circumstances:** A guarantor may be required in unique cases, such as when a tenant is within their probationary period.
- **If Affordability or Reference Criteria Not Met:** The applicant may be offered the option to supply a guarantor (whether an individual guarantor passing the affordability test, or a professional guarantor service such as Goodlord Guarantor). Requiring rent in advance for the full term of the tenancy as a condition of granting the tenancy is no longer permitted under the Renters' Rights Act 2025.
- **Guarantor Requirements:** Guarantors must pass similar checks, but demonstrate a higher income-to-rent ratio (monthly rent multiplied by 36). They must also sign a separate agreement, and all are subject to the landlord's approval.
- **Final Referencing Report:** Harvey W James sends the final report provided by the referencing agency to the landlord for approval, moving forward to the tenancy stage and the collection of move-in monies via our platform.
- **Right to Rent Checks:** The referencing agency ensures compliance with the legal obligations, including landlords' responsibilities towards renting to legal residents. Penalties for non-compliance include fines and imprisonment.
- **Government's How to Rent Guide:** Tenants receive the official guide, giving practical advice on renting, which they must confirm they have seen at the start of a new tenancy.

### 26.1 Right to Rent Checks – Updated Guidelines for Tenants [APPLY-001-A] [TENANT][STAFF]

The Right to Rent checks, introduced by the UK Home Office in 2016, are crucial in verifying the legal residency status of adults in England. With new regulations starting April 6, 2022, understanding the changes is essential for both agents and applicants:

**A. Changes in Proof of Right to Rent**

- **Old Method:** Previously, Biometric Residence Cards, Biometric Residence Permits, and Frontier Work Permits were accepted.
- **New Requirement:** Now, all non-British citizens must possess a 9-digit share code issued by the Home Office, serving as evidence of their eligibility to rent.

**B. Exceptions to the Rule**

Certain exceptional circumstances may exempt applicants from undergoing a right-to-rent check, such as:

- Military personnel
- Diplomats

**C. Assistance for Pending Cases**

In situations where applicants have not received their designated share code:

- Agents should utilise the Home Office Landlord Checking Service.
- This service proves essential when awaiting a decision on residency status or obtaining a share code.
- Goodlord's pre-tenancy verification service ensures compliance with Right to Rent rules and facilitates the application process for both parties.

**D. Our Responsibilities as Your Letting Agency**

- Conducting thorough identification checks on all prospective tenants.
- Ensuring that documents provided adhere to Right to Rent guidelines.
- Performing these checks in person and retaining a digital copy of your identification throughout the tenancy.

**E. Provisional Approvals**

- Without a British passport, undergoing a reference check grants provisional approval:
- The letting agent verifies the provided share code or uses the Home Office Landlord Checking Service.
- Once verified, the letting agent manually grants approval, ensuring all legal requirements are met.

## 26.2 Third-Party Referencing Services

**Harvey W James' Responsibilities:**

- Harvey W James does not pre-check tenants' or guarantors' suitability against the referencing agency's criteria, but we will, on request, provide the criteria in writing before a holding deposit is taken so the applicant can self-assess against them. Where an applicant proceeds with a holding deposit knowing they may not pass on a particular criterion, the holding deposit retention rules in Section 27 apply.
- Harvey W James does not chase the referencing agency for updates; the tenant/guarantor must provide updates to Harvey W James.
- Upon completion, Harvey W James forwards the final referencing report to the landlord for approval but does not make decisions or overturn the referencing agency's recommendations.

**Tenant/Guarantor Responsibilities:**

- Potential tenants/guarantors should review the referencing agency criteria or contact the referencing agency for suitability.
- Tenants/guarantors must inform Harvey W James of updates and chase the referencing agency when necessary.

**Reference Outcomes:**

- The referencing agency provides individual reports with outcomes such as Pass, Conditional Pass, or Fail, including explanations.
- Conditional Passes include reasons and conditions to meet; failure to meet conditions will result in automatic failure.

**Importance of Passing Referencing:**

- Passing is crucial for Rent Guarantee and Legal Expenses Insurance policies.
- A failure in referencing may prevent buying these policies, though a suitable guarantor may make them available.
- Referencing does not guarantee an offer of acceptance and is subject to contract.

**Note:** A small change in circumstances can affect rent payment. Without Rent Guarantee Insurance, the landlord's income and mortgage may be at risk. It's essential for landlords to carry out references before tenants move in.

26.3 Your Renting Journey with Harvey W James

**Step 1: Sign Up**

- Welcome Tenant! You'll receive an email from Harvey W James to sign up.
- Right to Rent Guide: Download from the email attachment.
- Create Profile: Follow the link in the email to start your tenancy process.

**Step 2: Tenancy Guide & Initial Payment**

- Create Password: Confirm and agree to the Terms and Conditions.
- Initial Payment: If required (e.g., one-week holding deposit).
- Submit Payment: Verify card details and click "Submit."

**Step 3: Referencing**

- Fill Reference Form: Provide necessary documents (ID, bank statements, payslips).
- Referencing Time: Takes 2-3 working days or longer for joint tenancies.
- Tips & Guidance: Visit our help centre for step-by-step guides.
- Guarantor Details: Supply if requested.

**Step 4: Tenancy Agreement**

- References Completed: Harvey W James will send out a Tenancy Agreement for signing.
- Review & Sign Contract: Pay move-in monies and sign the contract online.

**Step 5: Move-in Monies**

- Payment Details: Breakdown provided by Harvey W James.
- Payment Method: Click "Pay via Bank Transfer" and follow the instructions.

**Step 6: Finalised Agreement**

- Agreement Finalised: Signed by your Landlord.
- Final Email: Contains finalised Tenancy Agreement and future rent payment instructions.
- Future matters addressed directly with Harvey W James or the Landlord.

## 26.4 Proof of Identity - Right to Rent Checks

- **Individuals:** You MUST supply us with one form of Photo Identification (Passport or Driving License Only),

in line with the Right to Rent legislation. A UK driving license can serve as both a photo ID and proof of address if the address shown matches the one provided by you.

- **Foreign Nationals:** Additional proof of legal residency is required, such as a residence permit or visa, consistent with the Right to Rent requirements.
- **Proof of Address:** Along with a photo ID, we also need proof of your address. This can be a utility bill or council tax bill in your name at the given address.
- **Companies:** In the case of corporate entities, we require the Proof of Identity of the Director or Authorised Signatory, as well as evidence of directorship or authority to sign.

By conducting these checks, we adhere to the legal obligation to ensure that all tenants have the right to rent in the UK. This process contributes to a fair and responsible letting environment.

### 26.5 Verification of Tenancy Application Process [APPLY-001-B] [TENANT][STAFF]

As part of our commitment to ensuring a secure and transparent tenancy application process, all UK applicants will receive a Verification of Tenancy Application letter from Harvey W James Ltd. This step has been implemented as a proactive measure to counter the rising incidents of identity fraud, particularly in the UK property market.
Upon receipt of your application, a verification letter containing a unique code will be mailed to your provided address. This letter serves multiple purposes:

1. **Identity Verification:** Confirming the identity of applicants and ensuring that the provided documents match the applicant's actual identity.
2. **Transparency:** Establishing an open line of communication between Harvey W James Ltd and the applicant, reinforcing trust and integrity in our application process.

Upon receiving the verification letter:

- Applicants are required to take a clear photograph of the letter and email it back to us for verification purposes.
- If photography is not feasible, applicants can alternatively email us the unique verification code mentioned in the letter.

This process is in place to safeguard both our landlords and potential tenants against fraudulent activities such as subletting under a stolen identity. Where multiple applications are received for the same property, an applicant's place in the order-of-receipt queue (see Section 29) is established by the date of holding-deposit receipt, not by the date verification completes; the verification letter is sent on the day the holding deposit is received. The lawful basis for processing the verification address and identity data is our legitimate interest in fraud prevention (UK GDPR Article 6(1)(f)). Verification correspondence is destroyed three months after the application closes; the verification record itself is retained for the duration of the tenancy plus six years for compliance and audit purposes.

### 26.6 Referencing Timeframe [APPLY-001-C] [TENANT][STAFF]

Referencing timeframe: It’s difficult to put a timeframe on the referencing process as there are many different factors to consider but the average is 3-5 working days.

26.7 Contracts

1. **Signing the Tenancy Agreement:** Upon taking the one-week holding deposit, both parties must sign and date the tenancy agreement before the Deadline for the Agreement. Current legislation mandates that the necessary paperwork be completed within 15 days. Should the applicant/s fail to meet this deadline, Harvey W James may place the property back on the market to entertain new offers. Please note that refunds of applicant payments are made to UK bank accounts only.
2. **Move-in Monies:** The remaining move-in funds must be settled upon signing the Tenancy Agreement. Payment may be made via Debit/Credit Card or Bank transfer through our platform. It's essential that all move-in monies are paid in cleared funds before the move-in date. Please be aware that until the tenancy agreement has been signed by all parties and the full move-in monies received, the landlord reserves the right to withdraw their offer at any time.
3. **Commencing the Tenancy:** After obtaining satisfactory references, Harvey W James will contact you to arrange a check-in date. This seamless process ensures a smooth transition into your new home, reflecting our commitment to streamlined operations and a positive tenant experience. Should you have any questions or need further assistance, we are always here to help.

26.8 Move-in & Check-In Guidelines at Harvey W James
Moving into a new home is an exciting milestone, and we at Harvey W James are here to ensure a smooth and hassle-free check-in process for you.

**Government Certified Integration for ID Verification:**
At Harvey W James, we prioritise trust and security, and to that end, we have implemented state-of-the-art facial recognition technology for ID verification. **All tenants must be verified prior to check-in. Without verification for all tenants, keys cannot be released.**

Here's how this mandatory process works:

1. **Real-Time Verification:** ID checks in real-time, ensuring a quick and reliable process for all parties involved.
2. **Facial Recognition Technology:** Biometric facial recognition verifies individuals against their identity documents, authenticating that the document is genuine.
3. **Comprehensive Checks:** We access over 4,000 types of identity documents, adhering to our compliance obligations.
4. **User-Friendly App:** ID checks are carried out through the mobile app or a standard internet browser, allowing tenants to complete this process at their convenience.
5. **Government-Compliant:** Our checks follow the Government’s Good Practice Guide, adhering to the five recommended steps for proper identity verification.
6. **Mandatory Verification:** All tenants must undergo verification. Failure to complete this step for any tenant will prevent the release of keys.

**Move-in Date Requirements:**

1. **Preparation Time:** Tenant(s) must allow a minimum of 1–2 working days between offer acceptance and the agreed tenancy start date for the landlord to complete property preparation (cleaning, certificate refresh, key cuts). The property must be habitable, with all habitability-essential items per Section 32 in place, on the agreed tenancy start date. If the tenancy start date arrives and the property is not ready to be occupied, the

tenant is not liable to pay rent for any day on which the property was not made available for occupation.

2. **Rent Liability:** Please note that tenant/s are liable to pay the rent from the "Tenancy Start Date" regardless of the actual "Move-in / Check-In Date."

**Check-In & Key Handover:**

1. **Timing & Schedule:** Check-in will only be arranged once:
   a. The tenancy agreement has been signed by all tenant/s & Landlord/s.
   b. Move-in monies have been received in clear funds.
   c. Keys will be delivered to the property from midday, Monday - Saturday, 12 pm - 4 pm.
2. **Check-In Process:** The check-in process can take up to 30 minutes. We will wait at the property for a maximum of 15 minutes if you are late.
3. **Passports & Legal Compliance:** All tenants are required to bring their passports for Right to Rent checks (Immigration Act 2014). At least one tenant must sign a declaration for Smoke & Carbon Monoxide Regulations 2015.
4. **Responsibility:** Tenant/s are responsible for arranging Right to Rent checks and complying with the check-in process.
5. **Contact Details:** For further assistance or to arrange a right-to-rent check, please contact us on 020 3865 1500.

**NB**. We are dedicated to ensuring a secure and efficient process for our clients. Please don't hesitate to reach out if you have any questions about this essential verification step or any other aspect of our services. You can contact us at 020 3865 1500.

### 26.9 Goodlord Guarantor — professional guarantor service [APPLY-005] [TENANT][LANDLORD][STAFF]

**What it is.** Goodlord Guarantor is a professional guarantor service provided by Goodlord, integrated into the Goodlord referencing platform Harvey W James uses for tenant applications. Where a prospective tenant cannot provide a UK-based personal guarantor — or falls just outside the standard 30x affordability ratio for an individual guarantor — Goodlord Guarantor steps in as a verified, professional guarantor for the tenancy. The service is the post-RRA replacement for the previously-common practice of taking 6 or 12 months' rent in advance to overcome a weak reference (which the rent in advance ban under section 8 of the Renters' Rights Act 2025 / section 4B of the Housing Act 1988 has now ended — see Section 23 [RENTADV-001]).

**Eligibility.** Goodlord Guarantor is available on assured periodic tenancies in England where the monthly rent is no more than £3,000. To use the service, the prospective tenant must (i) be referenced by Goodlord on the PRO or Priority referencing tier, (ii) receive a Pass or Conditional pass on referencing (with the condition being to appoint a guarantor), (iii) meet an affordability rating of 2.0 or more (UK and international students in full-time Higher Education are exempt), (iv) have no adverse credit, or adverse credit within Goodlord's published limits (total satisfied CCJs under £5,000; active CCJs under £1,000; bankruptcy or IVA from 1–6 years ago if satisfied), (v) pass identity verification including Right to Rent, and (vi) have no failed elements of referencing such as fraudulent information. International tenants without UK credit history are eligible subject to meeting the 2.0 affordability requirement. Tenants with prior tenancy overlaps or 1–2 late rent payments (no end-of-tenancy arrears) are accepted. For joint tenancies, all tenants must meet these criteria and one Goodlord Guarantor service covers the whole household.

**What it covers.** One Goodlord Guarantor agreement covers (i) the full tenancy for up to 3 years from inception, with no annual renewals, (ii) all tenants on the tenancy agreement under a single payment, (iii) full rent under the tenancy if a tenant is unable to pay (Goodlord pays the landlord under the guarantee), and (iv) is insurance-backed with a digital arrears trail on the Goodlord platform.

**Cost.** The tenant pays a single, one-off, upfront fee equal to one month's rent under the tenancy. This fee covers the entire tenancy for up to 3 years and covers all tenants on the agreement. There are no annual renewals, no top-up payments, and no hidden fees. The cost is borne by the tenant; there is no cost to Harvey W James or to the landlord.

**Process.** (1) The tenant applies for the property through the Goodlord platform via Harvey W James. (2) If the tenant does not have a personal UK guarantor, the Goodlord Guarantor option is presented automatically during the referencing flow. (3) The tenant selects Goodlord Guarantor and pays the one-off fee equivalent to one month's rent. (4) Goodlord referencing instantly confirms eligibility against the criteria above. (5) The tenant signs the Goodlord Guarantor Agreement digitally. (6) The tenancy proceeds as normal, with Goodlord acting as the professional guarantor for up to 3 years.

**When Harvey W James recommends it.** Harvey W James will explain the Goodlord Guarantor option to any applicant who does not have a UK-based personal guarantor available; falls just outside the 30x individual or 36x guarantor affordability calculation; is an international applicant without UK credit history; is a UK or international student in Higher Education; or would previously have offered to pay 6 or 12 months' rent in advance to overcome a weak reference (which is no longer permitted — see Section 23 [RENTADV-001]). The applicant retains the choice between using Goodlord Guarantor and providing a personal UK guarantor, where a personal guarantor is available.

**Limitations.** Goodlord Guarantor is provided by Goodlord under their standard terms. Harvey W James is not the issuer of the guarantee and does not warrant the cover beyond what Goodlord publishes. Tenants should review the Goodlord Guarantor Tenant Flyer and the Goodlord Guarantor Agreement before signing. Eligibility is determined solely by Goodlord on the basis of the criteria above; Harvey W James cannot override an ineligibility decision. The service applies to tenancies where the monthly rent is £3,000 or below; high-end lettings above this threshold cannot use Goodlord Guarantor and must rely on a personal guarantor or other agreed arrangement.

### 26.10 Pre-tenancy payment schedule (post-RRA) [APPLY-006] [ALL]

**What we can require.** Under the Renters' Rights Act 2025, the only payments Harvey W James can require from a prospective tenant before the tenancy starts are: (i) a holding deposit of one week's rent (capped at the tenant's first week of rent at the proposed rate), at offer acceptance and before referencing begins, under Schedule 2 of the Tenant Fees Act 2019; (ii) a tenancy deposit of 5 weeks' rent where annual rent is under £50,000, or 6 weeks' rent where annual rent is £50,000 or above, at or before tenancy

start, registered with TDS within 30 days under the Tenant Fees Act 2019 read with Part 6 of the Housing Act 2004; and (iii) the first month's initial rent, at or before tenancy start, expressly permitted under section 4B(2)(c) of the Housing Act 1988 (as inserted by section 8 of the Renters' Rights Act 2025) as "initial rent due during the permitted pre-tenancy period".

**What we cannot require.** Rent for the second month onwards cannot be required in advance — it is paid on the rent-due date each month. Multiple months' rent (e.g. 6 or 12 months) cannot be required in advance as a condition of granting the tenancy, even where the applicant offers it (Section 23 / HA1988 s.4B). The compliant route for an applicant who would otherwise have offered upfront rent is the Goodlord Guarantor service (Section 26.9 [APPLY-005]). No agency fees can be charged to the tenant under the Tenant Fees Act 2019 (see Section 42 [RENT-004]). No premium for the property above the advertised rent can be requested or accepted under the rental bidding ban in section 56 of the Renters' Rights Act 2025 (see Section 22 [BIDDING-001]).

**Total move-in monies and the keys-on-payment workflow.** The total move-in monies due at or before the tenancy start are: holding deposit (already paid; credited to first month's rent) + balance of first month's rent + tenancy deposit. Once these are received in cleared funds and Right to Rent verification is complete (Section 26.5 [APPLY-001-B]), keys are released on the agreed tenancy start date. Where the tenancy start date arrives and cleared funds have not yet landed, Harvey W James will release keys as agreed and rely on the Rent Guarantee policy (Section 40 [RENT-002]) to cover the first month's rent if it is later disputed. This good-faith position reflects Harvey W James' values: we deal with tenants in good faith, and our trust and kindness has historically served us correctly. Insurance carries the risk that good faith leaves on the table.

### 26.11 UK Sanctions Compliance — Tenant and Landlord Checks [APPLY-007] [ALL]

**Why this applies.** Letting agents in the UK have been classed as a "relevant firm" under the UK Sanctions and Anti-Money Laundering Act 2018 and the underlying sanctions regulations since 14 May 2025. The Office of Financial Sanctions Implementation (OFSI) is the supervisor. The maximum penalty for breach is a financial penalty of up to £1 million or 50% of the transaction value (whichever is higher), criminal prosecution, and reputational damage. As precedent, OFSI fined a lettings-sector company £15,000 in September 2024 for a breach in this regime. The obligation has no grace period and processes must be in place at the point of instruction.

**Who is checked.** Harvey W James checks every prospective tenant against the UK sanctions list at the start of referencing, before any holding deposit is taken. Joint applicants and named company directors of any corporate applicant are checked individually. Harvey W James also checks every prospective landlord client (and the named directors of any corporate landlord) at the point of instruction, before any property goes to market.

**How the check runs.** Tenant-side checks run automatically through the Goodlord referencing platform as part of the standard referencing flow (Section 26 [APPLY-001]). Landlord-side checks run through Lettspay (lettspay.co.uk/landlord-idv-checks), Harvey W James' client accounting platform (Section 11.6). Both platforms perform a soft-footprint check against the publicly available UK sanctions list; no tenant or landlord permission is required for the check itself because the list is public. Both platforms continue to monitor the named parties throughout the management lifecycle and alert Harvey W James to any new addition to the list.

**What happens if there is a match.** Where a check returns a match, Harvey W James will immediately escalate to senior staff, will not proceed with the tenancy or instruction until the matter is resolved, and will report to OFSI as required by regulation. Funds will not be released. The applicant or landlord may apply directly to OFSI for a licence to proceed; Harvey W James cannot grant such a licence and cannot proceed without one once a match is recorded.

**Anti-Money Laundering (AML) interaction**
Sanctions checks are distinct from Anti-Money Laundering (AML) checks. AML obligations apply to letting agents handling rent of €10,000 or more per month under the Money Laundering Regulations 2017 (as amended). Where an instruction or tenancy crosses the AML threshold, additional Customer Due Diligence (CDD) is performed by Lettspay (landlord side) and by Goodlord (tenant side), including beneficial ownership verification, source-of-funds enquiries, and PEP screening. The sanctions check runs irrespective of value; the AML check applies only above the threshold. Harvey W James retains AML records for 5 years from the end of the relationship as required by regulation.

**Record retention.** Sanctions and AML records are retained for 5 years from the end of the tenancy or instruction (whichever is later), in line with the OFSI guidance and the Money Laundering Regulations 2017. Records are stored on Lettspay (landlord side) and Goodlord (tenant side); Harvey W James does not store sanctions or AML data in unprotected formats outside these regulated platforms.

**Relationship to other checks.** Sanctions checks are operationally complementary to (but legally distinct from) Right to Rent verification under the Immigration Act 2014 and Anti-Discrimination compliance under Part 1 Chapter 3 of the Renters' Rights Act 2025. A sanctions match is not a Right to Rent failure and does not raise an Equality Act 2010 protected-characteristic question. The check is required by sanctions regulation regardless of the applicant's nationality, ethnicity, or any other protected characteristic. Harvey W James runs sanctions checks against every applicant uniformly and will not omit checks for any cohort.

### 26.12 Goodlord referencing detail — product tiers, criteria, and fraud prevention [APPLY-008] [TENANT][STAFF]

**Three product tiers.** Goodlord offers three referencing product tiers. Essential is a credit + ID check, suitable for student tenants. PRO is a complete reference combining people and tech, with faster turnaround. Priority is a complete reference with all bells and whistles, top-of-queue processing, and a dedicated expert. Harvey W James generally instructs PRO as the default tier and Priority for time-sensitive lettings.

**Four criteria.** Goodlord assesses every applicant against four criteria: (i) Identification — ID verification, facial verification, Right to Rent doc collection, AML where required; (ii) Credit history — comprehensive credit check; (iii) Income & affordability — Open Banking, HMRC

Government Gateway, payroll integration, document assessment, employer reference; (iv) Residential checks — previous-rental verification. The most conservative recommendation in any of these four sections is applied to the whole report (e.g. a credit fail outweighs an income pass).

**Three outcome categories.** Pass means the applicant meets the standard for the rent and tenancy term. Conditional pass means the applicant passes only if the stated condition is met (e.g. “appoint a guarantor” or “provide proof of two-month rent payment”). Fail means the applicant does not meet the standard and Harvey W James will not proceed without a remedying step (typically Goodlord Guarantor at Section 26.9 [APPLY-005]).

**Goodlord Risk Service and NFD integration.** Goodlord Risk Service runs a multi-data-point fraud analysis on every application: email authenticity checks, document-quality scoring, cross-reference against the National Fraud Database (NFD), and an enhanced-checks team review on flagged applications. Where Goodlord Risk Service identifies suspected fraud, the applicant is failed and the matter referred to NFD. Harvey W James cannot override a Risk Service fail.

**Referencing window.** Standard referencing turnaround on PRO is 2 to 5 working days. The reference window stays open for 7 days; Harvey W James can re-open a closed reference for up to 5 working days where the applicant supplies missing information.

**Reports and data.** Tenant referencing reports are not shown to the applicant directly; this is a Goodlord platform rule under GDPR. Where an applicant requests their data, Harvey W James will direct them to Goodlord’s subject-access process. Landlord Referencing Reports are GDPR-eligible to share with the landlord client and are made available through the Goodlord platform.

### 27 Holding Deposit Terms and Conditions [APPLY-002] [TENANT][STAFF]

1. **Amount:** Equivalent to one week's rent
2. **Time Frame:** Necessary paperwork to be completed within 15 days of receiving the deposit.
3. **Retention by Harvey W James:** The holding deposit will be retained if:
   - The applicant/s decides not to proceed.
   - There are unreasonable delays from the applicant/s.
   - False or misleading information is provided.
   - The applicant/s fail any checks required under the Immigration Act 2014.
4. **Refund by Harvey W James:** If the Landlord declines the tenancy for reasons unrelated to the above, the deposit will be refunded within 7 days.
5. **Crediting Towards Rent:** If the tenancy is accepted, the holding deposit will be credited to the first month's rent.
6. **Written Reasons:** If the deposit is neither refunded nor credited, written reasons will be provided within 7 days.
7. **Fees and Charges:** No fees or charges will be asked during the application. However, fees may apply for any breach of the tenancy agreement as per the Tenant Fees Act 2019.

### 28 Accepted Offers [APPLY-003] [TENANT][STAFF]

From taking the one-week holding deposit, the tenancy agreement must be entered into (signed by both parties and dated) before the Deadline for Agreement. Current legislation stipulates the necessary paperwork should be completed within 15 days. If the applicant/s fails to meet this deadline, Harvey W James is free to place the property back on to the market to receive new offers.

In the event, that the applicant/s holding payment is forfeited, Harvey W James will retain a fee of £250 inc VAT for Rooms, Studios, Flats, and Houses. This fee contributes towards the administrative expenses incurred by the applicant's actions.

### 29 Allocation Process for Multiple Acceptable Offers [APPLY-004] [TENANT][STAFF]

Where Harvey W James receives more than one acceptable offer at the advertised asking rent, applications are processed strictly in the order received. We do not solicit, encourage or accept offers above the advertised asking rent. We do not invite a “best and final” bidding round. The first applicant whose holding deposit is received and whose application progresses to a passed reference is offered the tenancy, subject to landlord approval. An applicant’s place in the order-of-receipt queue is established by the date of holding-deposit receipt, not by the date verification or referencing completes. This process implements the prohibition on rental bidding under section 56 of the Renters’ Rights Act 2025.

## Part 5 — Move-In and Property Condition

### 30 Letting as Seen [MOVEIN-001] [TENANT][LANDLORD][STAFF]

When letting a property "as seen," it is imperative for both tenants and landlords to grasp the implications. This concept is central to the tenancy agreement and defines what is expected from both parties:

**A. Definition of 'Letting as Seen'**

- **Acceptance of Condition:** Tenants agree to accept the property in the cosmetic and decorative state as on the viewing day with the agent.
- **Special Exceptions**: Unless otherwise agreed, such as a room being painted, the condition remains unchanged.

**B. Landlord's Responsibilities**

The Landlord is still responsible for:

- **Statutory Repairs:** Such as repairs to the roof, plumbing problems, and maintenance of gas appliances.
- **Exclusions:** Redecoration, change of flooring, upgrading appliances, or other cosmetic changes are excluded from the Landlord's duties. Appliances the landlord supplies are still repaired, or replaced if beyond economic repair, as set out in Section 55 — unless the tenant broke them other than through normal use.

**C. Tenant's Responsibilities and Agreements**

- **Special Requirements:** Ensure that any special requirements or exceptions are agreed in writing and included in the tenancy agreement.
- **Verbal Agreements:** Items such as the removal of specific furniture or specific repairs should be documented, as verbal agreements will not be accepted.

### 31 Furnishings [MOVEIN-002] [TENANT][LANDLORD][STAFF]

1. **Furnishing Categories:** Fully furnished, part-furnished, or unfurnished properties have no implications regarding tenant security or taxation.
2. **Legal Definitions:** There are no legal definitions for these terms in the UK, but certain furnishings must meet fire safety standards.
3. **Landlord Responsibility:** It's the landlord's duty to ensure that furniture meets legal requirements.
4. **Agency Disclaimer:** Harvey W James cannot guarantee accuracy on every detail and does not test appliances or fixtures. Therefore, no warranties are given or implied.
5. **Liability:** Neither your agency nor the landlord will be held responsible for supplying items assumed to be included.
6. **Tip for Renters:** It's essential to check with the landlord what will be included and to list specific requirements to avoid any disappointments.

### 32 Special Requirements [MOVEIN-003] [TENANT][STAFF]

Should you have any "Special Requirements" during your tenancy, please be advised that they will be arranged under the following specific conditions:

- **Tenancy Agreement:** The agreement must be signed by all tenants and Landlords.
- **Move-In Monies:** All funds must be received in clear, with no pending transactions.
- **Check-In/Moved Into Property:** The tenants must be officially checked in or moved into the property.

Special Requirements are categorised by Harvey W James into two groups before tenancy commencement: (a) Habitability-essential items — cooking facilities, refrigeration, heating, beds, smoke and carbon-monoxide alarms, and hot water. These must be in place at the property before check-in. Harvey W James will not arrange check-in until the landlord has confirmed these items are present and operational. (b) Non-habitability-essential items — additional furniture, decorative items, optional appliances. The landlord will use reasonable endeavours to provide these within 28 days of check-in. If non-essential items are not provided within 28 days, Harvey W James will assist the tenant with the landlord's obligations under the tenancy agreement and, if necessary, refer the matter to the Private Rented Sector Ombudsman (see Section 77). If there are any delays Harvey W James will promptly notify you.

**Note:** Harvey W James does not sign tenancy agreements on behalf of the Landlords. Your understanding of these terms ensures a smooth and efficient process.

### 32.1 Special requirements Provision Protocol: Furniture, Electrical equipment / Appliances / Misc provision [MOVEIN-003-A] [TENANT][STAFF]

In the event that you, as a landlord, have committed to providing your tenant(s) with furniture or electrical equipment (e.g., beds, sofas, wardrobes, fridge/freezers, washing machines, kettles, toasters, microwaves, vacuum cleaners, etc.), the following procedure will be observed:

1. **Budget Allocation:**
   Tenants will be granted a specified budget for the acquisition of the agreed furniture and electrical items.
2. **Budget Inclusivity:**
   The budget encompasses the item's cost, delivery charges, installation/assembly fees, and any expenses related to the removal/disposal of old items or packaging.
3. **Evidence Requirement:**
   To claim reimbursement, tenants must furnish adequate proof of purchase and expenditure. This entails providing both a photograph of the item in its installed location and the purchase receipt.
4. **Reimbursement Timeline:**
   Once the required evidence is submitted and verified, tenants will be reimbursed within 28 days.
5. **Budget Excess:**
   In cases where the actual expenses surpass the pre-agreed budget, reimbursement will be capped at the initially agreed-upon amount.
6. **Inventory Updates:**
   If the items are received after the issuance of the inventory report, there's no need to revise the report. The photograph and receipt of the purchased equipment will suffice as record documentation.
7. **Landlord Purchases:**
   In circumstances where the landlord or the landlord's agent opts to buy the equipment directly, tenants will be duly informed of the decision.

### 32.2 Ready Assembled vs. Flat Pack Furniture

1. **Tenant Responsibility:** Tenants are in charge of assembling Flat Pack Furniture.
2. **Popularity with Landlords:** This type of furniture has become popular because of its cost-effectiveness, wide selection, and easier transport.
3. **Special Requirements:** Tenants must specify if they want ready-assembled furniture in the "special requirements list."

4. **Tip for Tenants:** If they are not comfortable assembling furniture, they should make this clear to the landlord or be prepared to pay extra for professional assembly.

### 32.3 Delivery of goods/item(s)

1. **Delivery by 3rd Party Vendor:** A third party will be contracted to perform deliveries, and the tenant must be responsible for receiving or collecting these deliveries.
2. **Scheduling & Timing: The** delivery provider will contact the tenant to schedule a delivery date and time window. Deliveries will be made between 8 am and 10 pm, and the delivery company will call prior to delivery with an approximate time window.
3. **Presence Requirement**: Either the tenant or a representative (18 years or older) must be present to receive the merchandise. If no one is available, a re-delivery fee may be applied.
4. **Examination & Reporting:** The tenant must examine the order upon delivery and report any issues to Harvey W James within 48 hours. Acceptance of the delivery without notations implies the order is in perfect condition.
5. **Additional Payments & Address Changes:** Additional fees may be required if special services are needed or if delivery conditions are not met. Delivery addresses cannot be changed once the order is placed.
6. **Contractor Involvement:** If a contractor is required (e.g., to assemble furniture or complete repairs), tenants must confirm receipt of the items before the landlord or agent authorises contractor attendance.
7. **Example:** The example provided, concerning a replacement oven, illustrates the process of receiving the delivery and coordinating with the landlord or agent for installation.

### 32.4 Missed Deliveries and Services

- **Missed Appointments and Associated Fees:** Landlords and tenants must be aware of potential consequences associated with missed appointments, such as property inspections, repair appointments, re-delivery of goods, or third-party services. If a re-scheduling is necessary due to the tenant's absence, a call-out fee, re-delivery fee, or additional charge may be incurred.
- **Tenant Fee Ban Implications:** Due to the tenant fee ban, the tenant cannot be directly charged for these fees. This legislation prevents landlords and agents from charging tenants certain fees, including common re-delivery fees, and it necessitates a different approach in managing such additional costs.
- **Landlord's Initial Responsibility:** Should this situation arise, the landlord may initially bear the cost if the services were organised by the landlord or the landlord's agent, even if coordinated with the tenant. Unfortunately, tenants can sometimes forget or overlook scheduled appointments, leading to these additional charges.
- **Claiming Costs from Tenant's Deposit:** The tenant will ultimately be held responsible for these fees. The landlord can claim this cost as damages from the tenant's deposit at the end of the tenancy, providing evidence to the deposit scheme adjudicator that a financial loss has been incurred. This is the legally compliant avenue for reclaiming these costs, aligning with the tenant fee ban's requirements.
- **Addressing Additional Costs at Tenancy End:** In all instances where a tenant may incur additional costs that they are not willing or able to pay directly, it's our practice and recommendation to address this matter at the end of the tenancy. The optimal solution is to make a claim against the tenant's deposit, adhering to legal guidelines that respect the tenant fee ban.
- **Our Agency's Commitment:** Rest assured, our agency will support you in this process, ensuring that the landlord's rights are protected and complying with all relevant laws and regulations, including the tenant fee ban. This approach aligns with our commitment to excellence, integrity, transparency, and adherence to the law, offering peace of mind and clarity in navigating these complex situations.

## 33 Tenant Pet Requests (section 11 of the Renters' Rights Act 2025) [PET-001] [ALL]

Since 1 May 2026, every tenant of an assured periodic tenancy has a statutory right to request permission to keep a pet at the property. The landlord cannot impose a blanket ban and cannot refuse a request unreasonably. This section explains how the right works, how Harvey W James will handle requests, and what counts as a reasonable refusal.

### 33.1 How to make a request

Email pets@harveywjames.com (or your assigned property manager) with the following: species, breed, age, size at maturity, vaccination/flea-treatment status, and a brief description of how the pet will be cared for at the property. We will acknowledge receipt within 2 working days and pass the request to the landlord. The landlord must respond in writing within the statutory response period (currently expected to be 28 days from receipt of the request, with a 7-day extension from the date the tenant provides any further information that the landlord has requested (HA1988 s.16A(2)(a)), and a further 7-day extension from the date a superior landlord responds where their consent is required (s.16A(3)); final timeframe to be confirmed by secondary regulations under section 11 of the Renters' Rights Act 2025 (HA1988 s.16A)). Harvey W James will diary the response deadline and chase the landlord on the tenant's behalf if no response is received in time.

### 33.2 What counts as a reasonable refusal

Each request is decided on its facts. Examples of reasonable grounds for refusal include: (a) the property is leasehold and the head lease or freeholder prohibits pets; (b) the pet is unsuitable for the property (e.g. a large dog in a small upper-floor flat with no outdoor access); (c) the pet is not up to date on vaccinations or has a known flea/tick infestation that poses a risk to other occupants; (d) another occupant or close neighbour has a documented severe pet allergy; (e) the specific pet has a record of anti-social behaviour (excessive noise, aggression). A general dislike of pets, or a blanket "no pets" preference, is NOT a reasonable refusal.

### 33.3 Deposits, damage and pet insurance

The landlord cannot charge a separate "pet deposit" or require the tenant to take out pet damage insurance — both were considered and rejected during the passage of the Renters' Rights Act 2025, and requiring a tenant to enter into a contract of insurance is prohibited by section 1(3)(b) (landlord) and section 2(3)(b) (agent) of the Tenant Fees Act 2019. Pet-related damage is treated like any other tenant-caused damage and is recovered from the standard tenancy deposit (5 weeks' rent under £50,000 p.a., 6 weeks'

rent above) at the end of the tenancy, supported by inventory evidence.

**33.4 If a request is unreasonably refused**
If you believe the landlord has refused unreasonably, you may (a) once landlord membership is mandatory (expected 2028), refer the matter to the Private Rented Sector Ombudsman (see Section 77), or (b) seek redress through the County Court. Harvey W James keeps a timestamped audit trail of every request, the landlord's response, and the reason given, so that any review by the Ombudsman or court has full evidence.

## 34 Key Handling Terms & Conditions [KEY-001] [TENANT][STAFF]

- **Tenant Requirements:** For managed properties Harvey W James holds one set of keys at the local office. The landlord must supply us with at least two sets in total: one for our office and one to issue to the tenant(s) at check-in. Additional sets for further occupants are the tenant's responsibility (see Section 34.1).
- **Landlord's Responsibility:** Landlords must retain a working set of keys for themselves and supply Harvey W James with a duplicate/spare set of keys.
- **Security and Liability:** Harvey W James's secure key tag system prevents third parties from identifying the property to which a set of keys belongs. Therefore, liability for lost or unaccounted keys is limited to the cost of cutting a new set.
- **Duplicate Key Supply:** The landlord must supply Harvey W James with another duplicate/spare set of keys if needed.
- **Alternative Arrangements:** If keys are not preferred, Harvey W James will conduct viewings by appointment only.
- **Charges for Services:**
  - Key copying: £18.00 (one-off cost) + Key cutting charges.
  - Key posting (UK home address only): £18.00 (one-off cost).
  - Key collection or drop off: £18.00 per hour (first hour), £9.00 for each additional half-hour.
- **Unclaimed Keys:** Keys not collected from Harvey W James within 3 months of the contract ending will be destroyed.

### 34.1 Number of Key Sets Provided at Check-In

Harvey W James typically provides one set of keys per property unless the Landlord has supplied additional sets. Should tenants require more key sets, it falls under their responsibility to create duplicates for other tenants. If additional sets are needed, please specify this in your offer to the Landlord to ensure receipt of the desired number of key sets. Please note that all additional or duplicate sets must be returned at the end of the tenancy.

### 34.2 Locked Out

We have all done this from time to time. If it happens during the day you will need to call your landlord to arrange a duplicate set. However, if it happens after hours, you are in the same situation as everyone else. You will have to call a locksmith. You will have to pay them directly for their costs.

Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £18 per hour (Inc. VAT) for the time taken to replace lost key(s) or other security device(s).

### 34.3 Replacement Keys

- **No Duplicate Sets:** Harvey W James does not provide duplicate sets of keys to tenants.
- **Tenant Responsibility:** If replacement keys are needed, it falls under the tenant's responsibility to obtain them.
- **Collection Notice:** Harvey W James will notify you via email when the replacement keys are ready.
- **Collection Point:** The replacement keys can be collected from the Harvey W James office in Stratford.

34.4 Collecting duplicate keys for managed properties

- **Key collection point:** Collect from reception, 1st Floor, 415 High Street, London, E15 4QZ
- Please note that you will require identification to collect keys i.e. Passport or Driving Licence
- **Key Collection Hours:** Monday - Friday 9:00am - 7:00 pm / Saturdays: 10:00am - 5:00pm / Sundays & Public Holidays: Closed
- Invoice for Replacement key/s must be settled within 30 days. A full breakdown of charges will be sent to the lead tenant.
- In the unlikely event replacement, keys/locks are required, Harvey W James will not be held responsible for any delays, loss or liability suffered by the tenant/s

**NB.** Please note that Harvey W James does provide an out-of-hours emergency lockout service.

**Tip:** Please provide yourself with an 'emergency' key: It doesn't cost much, and you will be so glad that you thought of it.

### 34.5 Accessing Properties: Introducing KeyNest for Local Key Collection [KEY-001-A] [TENANT][STAFF]

At our letting agency, we are continually embracing innovative solutions that serve the needs of our tenants, contractors, and landlords across London. KeyNest is our latest offering, designed to simplify key collection for properties without an on-site concierge.

**A. Our Commitment to Local Accessibility:**
We are actively working to ensure that all spare sets of keys are available at a local KeyNest Point. However, if you are unfortunate, and your property's key set is not yet at a local KeyNest, you will have to collect them from our Stratford office. We appreciate your understanding as we transition to this more convenient system.

**B. What is KeyNest?**
KeyNest is a secure key management system that provides local collection points for keys, utilising businesses and public lockers as KeyNest Points.

**C. Features and Benefits:**

- **Local Accessibility:** Spare keys are made available locally to the property. Harvey W James will leave a spare set and send you the code via our dashboard.
- **Security:** With anonymous storage, trained staff handling, and Collection Codes, KeyNest ensures secure key exchanges.
- **Notifications:** Stay informed with email notifications for key collection and drop-off.
- **Emergency Operations:** Facilitate lost keys, urgent repairs quickly, even out-of-hours.
- **Cost and Time Efficiency:** Enhance your property management with KeyNest Points.

**D. How to Use KeyNest:**

- **Receiving the Collection Code:** Harvey W James will send you the KeyNest Collection Code via our dashboard.
- **Collection:** Use the code at the designated KeyNest Point to collect the key.
- **Drop-off:** Return the key to the same KeyNest Point.
- **Non-Return Measures:** Adhere to terms and conditions regarding key returns to ensure responsibility.

### 35 Inventory and Condition Report [MOVEIN-004] [TENANT][STAFF]

One of the most important steps when it comes to letting property, carrying out an inventory before and after a tenancy means you can make sure everything's accounted for. It also lessens the chances of a deposit dispute further down the line.

An inventory is an essential document that details the contents and condition of a property at the start of a tenancy. While it's not compulsory, having a well-prepared inventory can prevent potential disputes down the line. Here's what you need to know:

- **Creating an Inventory:** If the landlord doesn't provide an inventory, tenants are encouraged to create one themselves. Include photographs and detailed descriptions of the contents and their condition. Share this with the landlord either via email or a printed copy.
- **For Fully Managed Properties:** For properties that are fully managed, an inventory of contents and schedule of condition is prepared before letting. Tenants are requested to:
  - Check the inventory list thoroughly.
  - Sign and return one copy, noting anything you disagree with, within 7 working days of check-in (Appendix B).
  - Note any discrepancies in contents or condition before returning.
  - Feel free to take a copy for personal records.
- **Importance of Verification:** The inventory plays a crucial role at the end of the tenancy, serving as a basis for the final inspection. Any points made may be subject to verification by the inventory clerk.
- **Failure to Respond:** You have 7 working days from check-in to tell us about anything in the inventory you disagree with (Appendix B). If we have not heard from you by then, we will take the inventory as agreed. It's essential to review and respond promptly to ensure accuracy.

**Tip for Tenants:** Creating or reviewing an inventory might seem like a minor detail, but it can make a significant difference in protecting your interests. Whether you are moving into a new-build development in the city or a traditional home, take the time to get this right. The landlord will be responsible for the cost of the inventory and check-in condition report.

- The landlord will be responsible for the cost of the inventory and check-in condition report.
- The Landlord will be responsible for paying the fee for the checking of the Inventory at the termination of the Tenancy.

### 35.1 Independent Inventory Protection by AIIC [MOVEIN-004-A] [TENANT][STAFF]

The Association of Independent Inventory Clerks (AIIC) states “Full protection should be offered to all parties within the letting process and independent inventory reporting is the only way to ensure that no bias reports are used” It’s as simple as that. An inventory report compiled by the Landlord or Letting Agent could be documented in favour of the party that created it. This also applies to tenant/s that have compiled the report themselves. Independence ensures that the report will have no bias towards any party involved. This ensures a fair and thorough report of the property, at the start and end of the tenancy.

Harvey W James believe from experience an independent inventory company creates confidence for all parties involved. An inventory company offers a reliable service thanks to the resources of an office team and a pool of clerks out in the field. Therefore, you can be confident that your job will be covered and run smoothly. Knowing that the reports you’ll receive are created to the highest industry standard ensures for accurate and detailed reporting. An inventory check-in or check out report, that if a dispute is raised at the end of tenancy, all parties can be confident that the property has been represented in a non-biased and professional manner.

### 35.2 Interim Inspection: Ensuring Property Care and Compliance [MOVEIN-004-B] [TENANT][STAFF]

An Interim Inspection is a review of the condition of the property during a tenancy, carried out where the landlord has asked for one. We offer one every six months; each costs the landlord £60 (Notices & Service Guide). It serves multiple purposes, including:

- **Monitoring Property Care:** The inspection ensures that the property is well-maintained, identifying any required repairs, decorations, or ongoing maintenance.
- **Contract Compliance:** The report assists in determining if tenants are adhering to their contractual agreements.
- **Specific Concerns:** This inspection is particularly attentive to identifying potential issues such as:
  - Unauthorised occupiers
  - Smoking inside the property
  - Presence of pets
  - Accumulation of rubbish/refuse that may attract vermin
- **Documentation:** Each room may be individually photographed using time-stamped digital photography, and additional photos may be taken of specific damages or concerns.

### 35.3 Check-Out: A Structured Farewell [MOVEIN-004-C] [TENANT][STAFF]

The ‘Check-Out’ process occurs when you leave your property, marking the conclusion of your tenancy. Here's what you need to know:

- **Inventory Review:** An inventory clerk will visit your home and compare the current state with the original Inventory Check-in, confirming everything is in good order.
- **Your Presence is Valuable:** We strongly recommend that you are present during the Check-Out. Being on-site allows you to address any immediate questions or concerns.
- **Finality:** This procedure ensures a clear and organised departure from the property, leaving no unresolved matters or misunderstandings.

At our agency, these practices reflect our dedication to transparency, excellence, and fostering positive landlord-

tenant relations. Whether you are just starting your tenancy or preparing to leave, know that we are here to support you every step of the way.

### 36 Household Instruction Manuals [MOVEIN-005] [TENANT][STAFF]

Instruction manuals play a vital role in maintaining and understanding the functionality of appliances and installations within the property. Here's how tenants can access these essential guides:

**Availability of Manuals**

- **On-Site Manuals:** These should be readily available within the property, covering everything from the heating system, oven and hob, to the fuse box.
- **Online Access:** If manuals are missing or misplaced, copies are often available online through the following means:
  1. **Locate the Brand Name and Model Number:** This information is typically found on the appliance itself or within any existing documentation.
  2. **Visit the Manufacturer's Website or Web Search:** Manufacturers frequently release manuals on their official websites, sometimes readable online or downloadable as a PDF.
  3. **Utilise Online Platforms:** Websites like manualslib.com offer extensive collections of manuals, boasting more than two million options.
  4. **Contact Customer Service:** If all else fails, contacting the company's customer service department and asking for assistance is a viable option.

**Tenant Responsibility**

It's essential for tenants to recognise their responsibilities in understanding the operation of appliances. If a contractor's visit turns out to be caused by an appliance not being operated correctly, and your tenancy agreement makes you responsible, you may be asked to pay the actual, evidenced cost of that visit; if it is not paid, the landlord may claim it from the deposit at the end of the tenancy (Section 32.4).

### 37 Move In/Out Checklist [MOVEIN-006] [TENANT][STAFF]

1. **Official Documents & Registrations:**
- Electoral Register: Ensure your registration is up to date with the new address.
- HMRC / Inland Revenue: Notify them of your new address.
- DVLA: Change your address on your driving license and car registration logbook.

2. **Financial Institutions & Commitments:**
- Bank: Inform your bank about the new address.
- Credit Commitments: Update information with loan providers, credit cards, and store cards.
- Insurers: Notify car, home, pet, and other insurance providers, as well as pension providers.

3. **Health & Wellness:**
- Medical Professionals: If moving to a new area, register with a new doctor, dentist, and optician.

4. **Home Essentials:**
- Contents Insurance: Ensure this is sorted, especially if moving to a new property.
- Local Council: Register or update information with your local council.
- TV Licensing: Ensure your TV license reflects your new address.

5. **Personal & Professional Life:**
- Employer: Let your employer know about your move.
- Others: Consider any other entities that need to know your current address, and update them accordingly.

## Part 6 — Rent, Deposit and Money

### 38 Rent [RENT-001] [ALL]

Rent payments are due monthly via Standing Order or Direct Debit. (Please refer to the tenancy agreement for further instructions). Share groups of two or more must arrange to make one joint payment to Harvey W James.

**Harvey W James recognises joint tenancies (Share groups of two or more on one tenancy agreement) as one entity, collectively responsible for paying the rent, and not as individual sharers living together.**

Here's what this means:

- **Joint Responsibility:** If one joint tenant doesn't pay, the landlord or Landlord's agent can ask any of the joint tenants to make up the shortfall. Tenant/s may have to pay more to avoid rent arrears even if they've already paid their share. A maximum of four named individuals can hold the legal estate jointly under section 56 of the Law of Property Act 1925; where more than four people wish to live at the property, only four can be named as joint tenants while all occupants must still be referenced and disclosed to Harvey W James.
- **Assured Periodic Tenancy & Joint and Several Liability:** Since 1 May 2026, all assured tenancies become periodic by operation of the Renters' Rights Act 2025; joint tenancy agreements continue to be signed on a joint and several liability basis. This means that each tenant is jointly AND separately responsible for the entire rent amount and for any damages. Living with other people as joint tenants means you're all responsible for the whole rent, even if someone moves out. If one person stops paying the rent, you will have to cover their share and then try to get it back from them by going to the small claims court.
- **Single Room or Individual Tenancy:** Where a house is let on a room-by-room basis – called a single room or individual tenancy – you will only be liable for your own rent.

**NB.** The conditions outlined above ensure clarity, fairness, and shared responsibility in accordance with the specific tenancy agreement in place.

### 39 Deposit [DEPOSIT-001] [TENANT][LANDLORD]

A dilapidation deposit is required at the start of any tenancy. The deposit amount is typically equivalent to:

- 5 weeks' rent for properties where the annual rent is £50,000 or less.
- 6 weeks' rent for properties where the annual rent exceeds £50,000.

This deposit serves to cover potential costs associated with cleaning, repairs, or replacements that may be needed at the end of the tenancy, as identified in the inspection carried out by the appointed Inventory clerk.

**Security and Fairness:**

- **Safety of the Deposit:** In compliance with the Housing Act 2004, all deposits must be held within an authorised tenancy deposit scheme, ensuring the deposit amount is secure and protected.
- **Dispute Resolution Service:** Tenants have access to the scheme's dispute resolution service if disagreements arise regarding deductions made at the end of the tenancy.
- **Transparency and Communication:** You will be informed of the specific scheme being used within 30 days of paying your deposit, ensuring clarity on the process.

### 39.1 Deposit Schemes Explained for Landlords and Tenants

What is the Tenancy Deposit Protection (TDP) Scheme?

TDP schemes are government-approved companies that govern tenancy deposits, overseeing deposit returns, deductions, and disputes.

Importance of Deposits for Landlords
While it's possible to let a property without taking a deposit, it is generally advised against. Deposits act as a financial safety net for landlords, typically equivalent to 4 to 5 weeks' rent.

Legal Requirements
Since April 6th, 2007, landlords must place deposits in a government-backed tenancy deposit scheme, choosing from:

- **Custodial schemes:** Deposit Protection Service (DPS) / The Tenancy Deposit Scheme (TDS)
- **Insurance-backed schemes:** MyDeposits, Tenancy Deposit Scheme (TDS), and DPS

The Law and Compliance

- Deposits must be protected within 30 days of receipt.
- Deposits must be returned within 10 days after agreement on the amount.
- Non-compliance may result in legal actions, fines, and difficulty in eviction.

Benefits of TDP Schemes for Landlords

- **Alternative Dispute Resolution (ADR):** Free, independent adjudication.
- **Custodial scheme:** No cost, ease of use.
- **Approved Insurance-based scheme:** Control over deposits, possible interest income.
- **Disadvantages:** Disputes can cause delays and costs.

Alternatives to Using a Tenancy Deposit Scheme

- **Insurance-based solution:** Tenants insure themselves against deposit costs.
- **Guarantor no deposit option:** Suitable for high-risk tenants.
- **Deposit Replacement scheme:** A simple, no-cost alternative for landlords.

**Concluding Thoughts**

Most landlords prefer the no-cost custodial scheme. The choice depends on interest rates, tenant profiles, and risk factors. Proper understanding and adherence to the laws and regulations surrounding tenancy deposits ensure a smooth and compliant relationship between landlords and tenants.

### 39.2 Tenancy Deposit Registrations

**39.1.1 Deposit Registration (Assured Periodic Tenancy)**

If the property is managed by Harvey W James, your tenancy deposit is protected on a custodial basis only. New deposits are protected with the Tenancy Deposit Scheme (TDS) (Landlord Terms of Business, clauses 1.1.5 and 4.2); a deposit we protected earlier with The Deposit Protection Service (DPS), also on a custodial basis, stays with DPS until it is released. Since 1 May 2026 every deposit taken for an assured tenancy must be protected in an authorised scheme within 30 days of receipt (Housing Act 2004, section 213, as amended by section 26 of the Renters' Rights Act 2025). Harvey W James does not offer an insurance-backed deposit option. You will receive a

certificate of registration, and the following documents must be provided within 30 days:

- Copy of the deposit protection certificate/receipt
- Prescribed Information
- The deposit protection scheme leaflet for tenants

**Note:** If the property is not managed by Harvey W James, confirmation will be provided by your landlord.

### 39.3 No Deposit Schemes [DEPOSIT-001-A] [TENANT][LANDLORD]

**What is a Zero Deposit Option?**

It's a tech-based model that allows landlords protection without requiring tenants to pay a traditional security deposit. Many schemes provide more cover than the (up to) five weeks' worth of rent offered by a traditional cash deposit as they are not limited by the Tenant Fees Act 2019.

Deposit replacement schemes fundamentally provide an up-front cash saving for tenants, making it easier for many to afford to rent a home.

Here's how it works:

- **Start of Tenancy:** Tenants pay a non-refundable fee equivalent to one week's rent
- **End of Tenancy:** Any damages or rent arrears are paid, much like checking out of a hotel.
- **Online Negotiations:** Landlords and tenants negotiate end-of-tenancy charges through an easy-to-use platform.
- **Fast Payment:** Payment technology ensures prompt settlement between parties.

**What to be aware of:**

- **Membership Fee:** Non-refundable and doesn't contribute to end-of-tenancy charges.
- **Dispute Fees:** £25, refundable if the adjudicator's decision favours the tenant.

**Tenant and Property Criteria:**

- Tenants must be fully referenced, with income verified and the right to rent in the UK.
- Properties must meet specific requirements including rent range, occupancy, and agreement with No Deposit solution provider.

**Frequently Asked Questions:**

- **Cost:** Free for landlords; a small check-in fee for tenants.
- **Deposit Requirements:** Replaced by a small check-in fee.
- **Referencing:** All members must meet minimum criteria.
- **Insurance:** deposit replacement scheme is not insurance but provides charge recovery and is insured by a Financial Organisation.
- **Safety:** Government-backed adjudicators handle disputes, and deposit replacement security expires with the tenancy end date or after 24 months (extendable).

**NB**. It's worth noting that many nil deposit schemes charge a renewal fee – this can be either monthly or annually, so tenants should make sure they check before signing up; though the renewal cost is usually much lower than the initial fee.

Tenants should also be aware that if it's decided that charges are owed at the end of the tenancy, then the scheme will ask them to cover these costs once paid out to the landlord. This could amount to more than the (up to) five weeks' rent they would have paid for a traditional deposit.

40 Rent Guarantee and Tenant Eviction Protection [RENT-002] [LANDLORD]

**RRA-specific covers (post-1 May 2026)**

**Two new covers. Two new RRA-specific covers within the Rent Guarantee and Tenant Eviction Protection policy address the operational realities of the post-RRA workflow. (i) Section 13 increase cover: where a tenant refuses to pay a valid Section 13 rent increase or successfully appeals to the First-tier Tribunal, the policy covers the differential rent for the appeal period. This addresses the "a meaningful proportion of tenants will appeal" risk highlighted in Section 41 [RENT-003]. (ii) First month's rent cover: where the tenancy is executed and the tenant obtains keys before the first month's payment is received in cleared funds, the policy covers the first month's rent. This is the operational backstop that lets Harvey W James operate its good-faith keys-on-payment workflow at scale (see Section 26.10 [APPLY-006]).**

**Coverage at a glance.** Eligibility for the Rent Guarantee and Tenant Eviction Protection policy is tied to passing Goodlord referencing (Section 26 [APPLY-001]). The policy renews annually with no cover gap. Indemnity is £100,000. Rent arrears are covered until vacant possession with no monthly cap (compared to competitors' typical 15-month cap). Post-vacant-possession cover is 90% of rent for 6 weeks (compared to competitors' 75% for 3 months or none). Excess is nil for the first 45 days of arrears, one month thereafter, up to a 90-day claim window. Property damage cover provides legal expenses for damages of £1,000+ and up to £1,000 paid above deposit. Eviction-of-squatters cover is included with cost assistance. Up to 90 days of alternative accommodation and storage is provided where the landlord cannot move back in. A free mediation process and standalone legal cover are available.

**Pricing and claims.** Pricing is quoted on request for each tenancy (see the Quick Reference schedule). Claims are processed automatically via the Goodlord platform with nil excess in the first 45 days. The success threshold for a claim is 51%; rejected claims include the reason and may be re-submitted with additional evidence. Source: Goodlord, Customisable Rent Protection Insurance Flyer + Landlord Rent Protection Insurance Brochure.

**Benefits of Rent Protection** (typical policy coverage)

- Nil excess: you'll receive 100% of the monthly rent until vacant possession, there is no cap on the number of months covered
- Up to £100,000 legal expenses cover, including appeals and legal representation
- Property damage cover, for civil dispute expenses on damages over £1,000
- 90% of the monthly rent that would have been payable for a maximum of six weeks or until your property is ready to be re-let.
- Eviction of squatters and assistance with the costs involved
- Standalone legal expense cover, in case of civil dispute
- Contract dispute protection, covering costs in disputes of over £100
- 90-day claim window, from the date of the first missed rental payment
- Rent recovery

**Typical issues covered.**

- Tenant ignores a notice to quit
- Tenant defaults on rent
- Tenant causes damages to property

- Disputes with repairs and renovations to the property

**Legal Expenses**

This policy will cover you for up to £100,000 worth of legal fees in the event:

- That possession of the property needs to be gained
- Nuisance emanating from the property
- Repairs and renovation issues relating to the property need to be pursued or defended
- Damages to the property caused by the tenant - we will look to pursue the costs of that damage
- Professional expenses incurred in respect of representation of the insured during an HMRC investigation

**Rent Guarantee**

- The policy will pay up to £ (see policy) per month up to a maximum of £ (see policy) in the event that the tenant does not pay the rent subject to the tenant being credit referenced. It is paid up to the point that the property becomes vacant.

40.1 Policy Details

Here's the (literal) fine print; a few things to keep in mind when using Rent Protection: The appropriate statutory and contractual notices must be correctly issued and served upon the tenant. This is not a full legal expenses policy and is only intended to cover the landlord for legal costs incurred in evicting the tenant. You must proceed with evicting the tenant to claim the rent protection and at least a full month's rent must be in arrears. The insurer will deduct any deposit paid once vacant possession of the property has been obtained unless the deposit is needed to help with repairs to the property.

### 40.2 Special Conditions

In respect of property Legal Disputes and rent recovery claims, we will only agree to cover your claim if you have correctly issued and served the appropriate statutory and contractual notices on the tenant:

- Section 8 Housing Act 1988 - Possession Notice
- Section 8 of the Housing Act 1988 grounds for possession (Schedule 2 as amended by the Renters' Rights Act 2025) (Section 21 has been abolished by the Renters' Rights Act 2025; legacy Section 21 notices served before 1 May 2026 may still be relied on subject to the Act's transitional provisions)

Please contact us should you need assistance with these processes.

40.3 How to make a Rent Guarantee claim [RENT-002-A] [LANDLORD]

**For managed properties**

- Harvey W James will provide documents and complete any claim forms required by the insurance company on behalf of the Landlord i.e. rent protection claim form, rent breakdown claim form and provide copies of any notices served on the tenant i.e. Rent demands, Section 8 / 21 notices. There is no charge for this under Full Management.

**Non-managed properties (retired-service instructions only)**

- For non-managed properties, it is the landlord's responsibility to provide any supporting documents and complete any claim forms required by the rent-guarantee insurance company.
- Harvey W James will charge an administration fee of £54.00 for processing a claim on behalf of the Landlord. (This is not mandatory and will only arise because of the circumstance described)
- Harvey W James can prepare and serve notices on behalf of the Landlord. Please feel free to request a quotation.

### 40.4 Cancellation Rights

We hope that You are happy with the coverage this policy provides. You have the right to cancel the Policy at any time. If You send a notice in writing within 14 days of receiving the Policy, then you will receive a full refund of the premium. This is called the "cooling-off period". If You cancel at any other time, any refund of the premium or a proportion of it will be at our discretion. For full details please refer to the policy documentation.

To cancel your policy please email: info@harveywjames.com including details of the rental property address and landlord name

### 41 Section 13 Rent Reviews and Anniversary-Review Process [RENT-003] [ALL]

Since 1 May 2026, the concept of "tenancy renewal" no longer applies to assured tenancies. Under the Renters' Rights Act 2025, every assured tenancy is periodic from inception and continues automatically until either (i) the tenant gives 2 months' written notice, or (ii) the landlord obtains possession on a Section 8 ground. We will not issue renewal notices or fixed-term extension agreements. We will, however, contact you on the tenancy's anniversary to discuss any Section 13 rent review (Form 4A, 2 months' written notice, capped at the open market rent, max once per 12-month period, with the tenant's right to challenge at the First-tier Tribunal). The historical "renewal" protocol below is retained for reference for any pre-RRA tenancy that has not yet converted.

**Tribunal-appeal expectation. Expect a meaningful proportion of tenants to challenge Section 13 rent increases at the First-tier Tribunal under section 14(A3) of the Housing Act 1988. Goodlord's 2025 State of the Lettings Industry report indicates that approximately a meaningful proportion of tenants intend to appeal rent increases under the Renters' Rights Act 2025. Where a tenant successfully appeals, the new rent takes effect from the notice date only if that is on or after the tribunal's determination, otherwise from the first rent period after it (Housing Act 1988 s.14ZB(3)) — never from the original notice date — meaning the landlord forgoes the rent uplift for the appeal period. Harvey W James will support landlord clients with the Section 13 process and provide market-rent evidence to defend the proposed increase, but cannot guarantee the tribunal outcome. (Source: Goodlord, 2025 State of the Lettings Industry — Section 13 Infosheet.)**

### 41.1 Tenant Renewal, Annual Valuation, and Section 13 Rent Adjustment Protocol [RENT-003-A] [ALL]

Initial Outreach

Approximately two months before the anniversary of the tenancy commencement date, Harvey W James will contact the tenant to discuss any proposed Section 13 rent review for the next 12-month period. This is a discussion, not a notice; the formal Section 13 notice (Form 4A) will only be served if a rent change is agreed in principle or instructed by the landlord.

Annual Property Valuation

Included in the renewal notice is an annual valuation report that will be accessible to both landlords and tenants. The valuation aims to:

- **Provide Objective Information:** The valuation serves as evidence-based data to guide decisions about the property market.
- **Supply Board-Ready Evidence:** The report can serve as a foundational document for stakeholders in strategic planning and budgeting.

**Components of the Valuation:**

1. Our valuation considers multiple aspects:
2. Supply of Similar Rental Properties
3. Tenant Demand
4. Tenant Type
5. Property Condition
6. Location and Amenities
7. Recent Market Data

**Rent Negotiation Parameters:**
Upon receiving the valuation, landlords and tenants will see a current open market rent figure based on the comparables. Under the Renters' Rights Act 2025 the landlord cannot solicit, encourage or accept rent above the figure formally proposed in a Section 13 notice, and any increase is capped at the open market rent. Bidding wars and informal "rent negotiations" above the asking rent are no longer permitted. Where the rent the landlord wishes to propose in a Section 13 notice exceeds the open market rent shown by our comparables, Harvey W James will not serve the notice at the requested figure: we will explain the First-tier Tribunal cap on Section 13 increases (capped at the open market rent) and offer to serve at the open market rent figure or at a lower figure of the landlord's choice. This protects the landlord from a tribunal cut-back and discharges the agent's duty under the Renters' Rights Act 2025.

The Section 13 Approach
Under the Housing Act 1988 (as amended by the Renters' Rights Act 2025), Section 13 is the only lawful mechanism to increase rent on an assured periodic tenancy. A Section 13 notice (Form 4A) requires 2 months' written notice, takes effect no earlier than the tenancy's anniversary, can only be served once in any 12-month period, and is capped at the open market rent.

Our Commitment
We acknowledge that people lead busy lives. Where a tenant does not respond to our anniversary-review communication, the landlord retains the right to instruct Harvey W James to serve a formal Section 13 notice (Form 4A). The proposed rent in any Section 13 notice will not exceed the open market rent supported by the comparables in our annual valuation. The tenant retains the right to challenge any proposed rent at the First-tier Tribunal; a tribunal-determined rent is never above the notice figure and is never backdated (Housing Act 1988 s.14ZB).

Tenant Choices at Renewal Stage
Upon receiving the anniversary-review communication, tenants have three options:

1. **End the tenancy:** Terminate the tenancy by serving 2 months' written notice under Protection from Eviction Act 1977 s.5(1ZA)(a) (inserted by Renters' Rights Act 2025 s.20).
2. **Continue at the current rent:** The tenancy continues automatically on the same rent until and unless a Section 13 notice is served and takes effect.
3. **Section 13 rent change:** If the landlord serves a valid Section 13 notice (Form 4A), the new rent takes effect 2 months after the notice — unless the tenant refers the matter to the First-tier Tribunal, in which case the tribunal-determined rent (the open market rent where lower, never above the notice figure) applies from the notice date if that is on or after the determination, otherwise from the first rent period after it (Housing Act 1988 s.14ZB).

Legal Compliance and Tenant Deposits
Where a tenant disputes a Section 13 rent increase, the matter is referred to the First-tier Tribunal. Any rent increase only takes effect from the date of the tribunal's decision and is not backdated. The tenancy deposit cannot be used to recover an asserted rent shortfall pending tribunal determination; doing so would breach the deposit-protection rules.

41.2 Our Commitment to Student Accommodation [RENT-003-B] [LANDLORD][STAFF]

- What Happens if the Tenants Don't Vacate on Time, Particularly During the Crucial Student Leasing Months of August and September?

Specialisation in Student Accommodation
We take pride in being specialists in the field of student accommodation. Central London attracts a global student body, providing landlords with strong demand from a relatively low-risk tenant cohort. Pre-RRA, this market was often serviced by landlords accepting 6- or 12-months' rent in advance from international students. Since 1 May 2026, the rent in advance ban (sections 8 and 9 of the Renters' Rights Act 2025 — section 8 inserts s.4B into the Housing Act 1988 for in-tenancy rent in advance, and section 9 amends the Tenant Fees Act 2019 by inserting s.5A for pre-tenancy rent in advance) prevents this as a marketed standard. The compliant route for international students who cannot meet the 30x affordability test (or who do not have a UK guarantor) is the Goodlord Guarantor service (Section 26.9 [APPLY-005]), which provides up to 3 years' professional guarantor cover for a one-off fee paid by the student.

Honouring Our Core Principles
Even though student turnover is operationally intense, our primary duty is service. Our standards on honesty, transparency, and respectful conduct apply equally to students, parents, guarantors, and landlord clients.

Grateful & Considerate Approach
We do not lose sight of the fact that landlords have placed real assets in our care, and that tenants have made our managed properties their home. That perspective shapes how we communicate — directly, with notice, and in plain English — regardless of any commercial or strategic plan in motion.

Tracking the Process
Where outcomes diverge from the original plan, Harvey W James will continue marketing the property and provide the landlord with weekly written updates until a replacement tenant is secured.

Adapt & Relet Protocol
Should things not go as planned, our robust operations are designed to adapt and relet the property as quickly as

possible. The London market is vibrant and active 365 days a year. With our premium marketing strategies and extensive contact channels, we're well-equipped to find new tenants swiftly.

The Power of Surrender
Where outcomes diverge from the plan we initially agreed with the landlord, we will continue marketing the property and report progress weekly. The landlord retains the right to instruct alternative agents or to step in directly at any time, subject to the notice provisions in the Landlord Terms of Business.

### 42 Tenant Fees Act — Schedule of Fees [RENT-004] [ALL]

The Tenant Fees Act came into force in England on 1 June 2019, signifying a major shift in the landlord-tenant relationship. The legislation aims to reduce costs for tenants by capping deposit amounts and banning letting fees altogether apart from a small number of exemptions that are referred to as 'permitted payments'.

### 42.1 Tenant Fee Ban: Understanding the Changes

Here's how the Tenant Fees Act affects both tenants and our services at Harvey W James:

**Before the Tenant Fee Ban:**
We were able to provide:

- **Personalised Service & Guidance:** Including communication through mobile, text, WhatsApp, WeChat, etc.
- **Negotiations on Behalf of Tenants:** Such as tenancy dates, permissions for pets, etc.
- **Administrative Assistance:** Chasing updates from third-party suppliers, sending reminders, etc.
- **Flexibility:** Multiple property visits, express check-in/out, support during unsociable hours.
- **Property Introduction:** Explanation of how to operate appliances, heating, boiler, etc.
- **Welcome Kit:** Includes welcome card, essential supplies, etc.
- **Utility Management:** Top-up energy key meters, informing utility providers, 24-hr lockout service, etc.

**Post Tenant Fee Ban:**
The new legislation has necessitated changes:

- **Limited Personal Service:** Harvey W James no longer provides the same level of personal service to tenants.
- **Best Interests of the Landlord:** Our legal obligation is to act in the landlord's best interests without creating a conflict with tenants. Tenants must be proactive regarding their interests.
- **Guidance & Support:** A reasonable degree of guidance will be provided to tenants of managed properties facing harassment, victimisation, or persistent anti-social behaviour.

**Your Responsibility:**
With these changes, we recommend tenants to be aware and proactive in understanding their rights and responsibilities under the new law.

At Harvey W James, we are committed to aligning with legal obligations while continuing to serve the best interests of our landlords and providing essential support to tenants.

### 42.2 Relevant Person

The Act refers to a tenant or a 'relevant person' which includes a prospective, current or former tenant or licensee.

NB: A tenant or relevant person also includes a guarantor or anybody acting on behalf of the tenant.

### 42.3 Permitted Payments

The Tenant Fees Act prevents landlords and their agents from requiring tenants to make any payment as a condition of granting, renewing or continuing a tenancy apart from:

- Rent
- Utilities and council tax
- Security deposits
- Holding deposits
- Default fees
- Fees for changing a tenant or ending a tenancy early

### 42.4 Prohibited payments

- Administration fees
- Application fees
- Set up fees
- Referencing fees
- Credit checks
- Guarantor fees
- Permitted occupier fees
- Right to Rent fees
- Contract negotiation fees
- Inventory charges
- Saturday move-in fees
- Check-in fees
- Check-out fees
- Renewal fees
- End of tenancy fees

### 42.5 Holding Deposit (per tenancy) — One Week's Rent

This holding deposit is paid to reserve a property. Please Note: The holding deposit will be withheld if any relevant person (including any guarantor(s) withdraws from the tenancy, fails a Right to-Rent check, provides materially significant false or misleading information, or fails to sign their tenancy agreement (and/or Deed of Guarantee) within 15 calendar days.

### 42.5.1 Holding Deposit (per tenancy) — Terms & Conditions

Before the applicant/s application can be fully considered, they will need to pay us a holding deposit equivalent to one week's rent for the property they are interested in.

Once we have received the holding deposit, current legislation stipulates that the necessary paperwork should be completed within 15 days.

If at any time during that period the applicant/s decision not to proceed with the tenancy, then the holding deposit will be retained by Harvey W James. By the same token, if during that period the applicant/s unreasonably delay in responding to any reasonable request made by Harvey W James or by the associated referencing agency, and if it turns out that applicant/s have provided us with false or misleading information as part of their tenancy application or if they fail any of the checks which the Landlord is required to undertake under the Immigration Act 2014, then again their holding deposit will not be returned. It will be retained by Harvey W James.

However, if the Landlord decides not to offer the applicant/s a tenancy for reasons unconnected with the above then the applicant/s deposit will be refunded within 7 days. Should the applicant/s be offered, and the applicant/s accept a tenancy with the Landlord, then their holding deposit will be credited to the first months' rent due under that tenancy.

Where, for whatever reason, the applicant/s holding deposit is neither refunded nor credited against any rental liability, the applicant/s will be provided with written reasons for their holding deposit not being repaid within 7 days.

Applicant/s will not be asked to pay any fees or charges in connection with their application for a tenancy. However, if the applicant/s application is successful under our standard Assured Periodic Tenancy agreement (under the Renters' Rights Act 2025), the applicant/s will be required to pay certain fees for any breach of that tenancy agreement in line with the Tenant Fees Act 2019.

### 42.6 Security Deposit (per tenancy)

- **Under £50,000 Per Year:** Five weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.
- **Over £50,000 Per Year:** Six weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.

### 42.7 Unpaid Rent

Interest at 3% above the Bank of England Base Rate from the Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.

### 42.8 Lost Key(s) or Other Security Devices

Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £18 per hour (Inc. VAT) for the time taken replacing lost key(s) or other security device(s).

### 42.9 Variation of Contract (Tenant's Request)

£50 (Inc. VAT) per agreed variation. To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.

### 42.10 Change of Sharer (Tenant's Request)

£50 (Inc. VAT) per replacement tenant or any reasonable costs incurred if higher (the permitted payment under Tenant Fees Act 2019 Schedule 1 paragraph 6). The fee covers Harvey W James' administrative work in setting up the new tenancy: taking landlord's instructions, referencing and Right-to-Rent checks for the new tenant, deposit re-registration, and preparation and execution of the new tenancy agreement. The legal effect of a change of sharer is a surrender of the original tenancy and the grant of a new tenancy to the new combination of tenants — this is not a tenant swap or transfer. See Section 68.6 for the operational detail.

### 42.11 Early Termination — Tenant's Statutory Right

**Tenants of an assured periodic tenancy have a statutory right under Protection from Eviction Act 1977 s.5(1ZA)(a) (inserted by Renters' Rights Act 2025 s.20) to end the tenancy at any time by serving 2 months' written notice. No fee is payable by the tenant for exercising this right, and since 9 September 2026 no charge arises on the landlord side either: the landlord pays nothing during the void and nothing to re-let (Section 9 [FEES-002]). Tenants who proactively wish to find their own replacement to shorten the void period (rather than serving statutory notice and ending the tenancy outright) may use the assisted-replacement process described in Section 68.1 [ENDING-002-A] — that process is optional and goodwill-based, not compulsory.**

**Leaving before your notice ends. A tenant who moves out before their notice ends still owes rent to the end of the notice period; any rent unpaid by the end of the tenancy is claimed from the deposit (deducted if the tenant agrees, otherwise decided by the deposit scheme's free dispute service); any balance above the deposit is still owed. Rent stops sooner only if the landlord agrees an earlier end date in writing, or a replacement tenant's tenancy starts through the Assisted Tenancy Replacement Process after referencing. There is no early-termination or re-letting fee; the only other costs are any the tenant agrees in writing beforehand.**

### 42.13 Check-In Hours

- Monday - Saturday 12pm - 4pm Only
- Sundays & Public Holidays – Closed

**NB:** Landlords and agents cannot cover costs by charging higher rent for the first month, or any other month.

### 42.14 Payments

Faster Payments, once sent, cannot be cancelled. It's vital for the applicant/s to double-check the sort code and account number.

Although there is no guarantee that money can be recovered once it's been sent to the wrong place, there are processes in place for a bank or building society to follow that could help you get your money back. If the refund has been misdirected, Harvey W James will make reasonable efforts to recover the funds.

What will the banks do to help with misdirected payments?

- Commence action within a maximum of two working days to identify the recipient customer and notify them.
- Contact the receiving bank with a request to stop the money from being mistakenly spent if your bank finds clear evidence of a mistake - this means the money will be returned within 20 working days as long as the recipient doesn't dispute your claim
- Notify Harvey W James within 20 working days of the outcome of its investigation if it can't reclaim your funds immediately - for instance, if the recipient disputes it
- Give you clear and accurate information on your options if funds can't be recovered through the standard process

You are solely responsible for any payment instructions that contain errors. By using the services provided by Harvey W James you accept the risk that a payment may be misdirected during the payment process. You agree that Harvey W James bears no liability to you or others for any such misdirected items through such errors.

### 42.15 Frequently Asked Questions (FAQs)

**Do I have to pay for my reference?**

- No, reference fees cover the costs of checks made by a letting agent to gauge whether a prospective tenant will be able to afford the rent throughout the tenancy. On new tenancies from 1 June 2019, the costs of these checks will be met by the landlord.

**What if I want to end my tenancy early?**

- Since 1 May 2026 a tenant of an assured periodic tenancy can end the tenancy at any time by serving 2 months' written notice, and no fee can be charged for exercising that right (Section 42.11, Section 68). If the tenancy agreement allows one tenant to leave and another to take their place (a change of sharer), the

agent can charge up to £50 (Inc VAT) or their reasonable costs if higher, and must prove those costs if they charge more (Section 42.10). Nothing is charged to a tenant, or to the landlord, for the re-letting of the property after a tenant leaves (Section 9 [FEES-002], Section 68.2).

### 43 Landlord Banking and Process Fees [FEES-005] [LANDLORD][STAFF]

International Transfer: Banking charge applied each time sent - £18.00 (Inc VAT)

43.1 Withdrawal from the agreed offer
Should an offer be agreed upon and you later decide to withdraw your acceptance, please be aware that it might not be feasible to retract the offer. If an applicant consents to honour your request, you will be responsible for covering any reasonable costs and expenses that they may have incurred.

Moreover, if you direct us to proceed with the planned tenancy and then retract those instructions, you agree to bear the expenses incurred by the tenant, as well as a contribution towards our marketing and advertising costs, amounting to £650 (including VAT).

## Part 7 — During the Tenancy: Property Care and Compliance

### 44 Terms of Compliance for Landlords [COMPLY-001] [LANDLORD][STAFF]

**1. Gas Safety Regulations 1998:**

- **Requirement:** Annual gas safety check by a Gas Safe registered engineer. Provide a copy to the tenant within 28 days of inspection.
- **Timeline:** Annually, before the new tenant moves in.
- **Penalty:** Fines, imprisonment, and the inability to rely on Section 8 Ground 1A (sale) or other "no-fault" possession grounds where statutory pre-conditions have not been met. (Section 21 has been abolished since 1 May 2026 by the Renters' Rights Act 2025.)
- **Note:** Tenant safety is paramount; failure to comply can lead to serious legal consequences.

2. **Energy Performance Certificates (EPCs):**

- **Requirement:** An EPC must be in place before a tenant moves in. EPC ratings of F or G may restrict landlords.
- **Timeline:** Prior to tenant move-in; valid for 10 years.
- **Penalty:** Fines up to £4,000 under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015. A valid EPC remains a precondition before letting; under the Renters' Rights Act 2025 it also forms part of the wider compliance evidence required for landlords to rely on Section 8 grounds. (Section 21 has been abolished.)
- **Note:** No tenancy can commence until a valid EPC is in receipt.

**3. Fire Safety:**

- • The Furniture and Furnishings (Fire) (Safety) Regulations 1988: Ensure furniture meets fire resistance standards.
- • Solid Fuel Appliances: Annual chimney sweeping is required.
- • Fire Safety in Flats and HMOs: Installation of alarms, emergency exits, and regular checks.
- **Timeline**: Ongoing; regular checks and updates as needed.
- Penalty: Severe fines, legal action, imprisonment if non-compliant.

**4. Legionnaires' Disease:**

- **Requirement:** Regular risk assessment and control of Legionella.
- **Timeline:** Ongoing; as per the risk assessment.
- Penalty: Legal action, fines or imprisonment if found negligent.

**5. Fitness for Human Habitation Guide:**

- **Requirement:** Maintain property as habitable throughout the tenancy.
- **Timeline:** Ongoing responsibility.
- Penalty: Tenants can sue for damages or enforce repairs; financial liabilities.

**6. EICR Electrical Certificate Guide:**

- **Requirement:** Almost every private rented home (the Regulations exclude a few kinds of let, such as lodgers and long leases) needs an Electrical Installation Condition Report (EICR) by a qualified person at least every five years, or sooner if the last report says so, with a copy to the tenant within 28 days (Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020).
- **Timeline:** At least every five years, whether or not the home is an HMO.
- Penalty: Fines, and legal penalties if found unsafe.

**7.** 7. Portable Appliance Testing (PAT) Guide:

- **Requirement:** Supplied electrical appliances must be safe; portable appliance testing (PAT) is how we show it. The Landlord Terms of Business ask for a PAT report no more than three months old at the start of a tenancy where it applies (clause 1.1.8), and we recommend a test at every change of tenant.
- **Timeline:** Annually for HMOs; as needed for private landlords.
- Penalty: Legal liability if appliances cause harm; may affect insurance.
- **Note:** Ensures safety, and provides an audit trail.

**8. Renters' Rights Act 2025 — New Compliance Obligations:**

Requirement: (a) Have issued every tenant whose tenancy existed on 1 May 2026 the government-prescribed information sheet (deadline 31 May 2026); (b) register on the Private Rented Sector Database before advertising or letting any property (regional rollout from 15 December 2026; London window 15 July to 14 October 2027); (c) join the Private Rented Sector Ombudsman scheme once membership is made mandatory (expected 2028); (d) handle pet requests in writing within the statutory timeframe and not refuse unreasonably; (e) advertise a fixed asking rent and not solicit, encourage or accept offers above it; (f) remove all "No DSS" / no-children language from listings and tenancy terms; (g) use Section 13 / Form 4A (HA1988 s.13 as amended by RRA s.6) as the only mechanism to increase rent, capped at open market rent and limited to once per 12-month period.

**Penalty:** Civil penalties up to £7,000 for first breach; up to £40,000 for repeat or serious breaches; banning orders for repeated non-compliance; Rent Repayment Orders (now up to 24 months' rent); discrimination breaches up to £7,000 per breach (section 40); criminal prosecution for the most serious offences.

**Note: Awaab's Law is extended to the private rented sector by section 60 of the Renters' Rights Act 2025 on a date still to be set by regulations, and the Decent Homes Standard applies from 2035 (see Section 46). Awaab's Law sets statutory timelines: emergency hazards within 24 hours; significant hazards investigated within 10 working days and made safe within 5 working days of the investigation, with the Ombudsman able to order compensation for breach once the scheme is live.**

### 45 Carbon Monoxide, Smoke Alarms & Bulbs [COMPLY-002] [LANDLORD][STAFF]

**Legal Requirements:**

- **Newly Built Premises:** Since June 1992, mains-fitted smoke alarms with battery back-up are mandatory.
- **From October 1, 2015:** The law requires a smoke alarm on every storey with living accommodation and — since 1 October 2022 — a carbon monoxide alarm in any room used as living accommodation that has a fixed combustion appliance (other than a gas cooker); both are checked working on the first day of each new tenancy, and repaired or replaced once reported faulty

(Smoke and Carbon Monoxide Alarm (England) Regulations 2015, as amended by SI 2022/707).

**Additional Safety Considerations:**

- Fire Extinguishers: Though not mandated by law, having a fire extinguisher in the property is highly recommended.

**Landlord Responsibilities:**

- **Testing:** Alarms and detectors must be tested prior to the start of the tenancy with records kept.
- **Installation and Replacement:** Harvey W James will arrange fitting, testing, and replacement if needed, with the following costs:
  - Non-Wired Smoke Alarm: £20 each
  - Non-Wired Carbon Monoxide Alarm: £25 each
  - Bulbs – Shopping: £10.00 + Cost of Bulbs (receipts provided)

**Tenant Responsibilities:**

- **Regular Testing:** Tenants must test alarms and detectors, replace defective batteries, and report any defects to the Landlord or Agent.

### 45.1 Energy Saving Tips

1. **Appliances Efficiency:**
   - Defrost fridge and freezer regularly for optimal efficiency.
   - Turn off appliances, lights, and chargers when not needed. (Potential savings: £30/year)
2. **Wise Washing & Boiling:**
   - Set the washing machine to 30 degrees when possible.
   - Only boil the needed amount of water in the kettle.
3. **Smart Monitoring & Heating:**
   - Use a real-time energy monitor to keep track of usage.
   - Maintain optimal temperatures: 21 degrees in the living room, 18 degrees elsewhere. (Potential savings: £75/year by reducing 1 degree if above 21)
4. **Heat Conservation:**
   - Install reflective panels behind radiators.
   - Use thermal curtain lining, drawing them at dusk and opening during the day.
   - Remember, simply turning off lights when not in use can save around £14 a year.

By following these manageable changes, tenants can easily reduce energy consumption and costs while promoting a more sustainable living environment.

## 46 Decent Homes Standard (from 2035) and Awaab's Law (date to be set) [COMPLY-003] [ALL]

### 46.X Awaab's Law operational protocol — tenant-facing hazard reporting [COMPLY-003-A] [ALL]

**Why this protocol exists.** Awaab's Law (extended to private rented properties by section 60 of the Renters' Rights Act 2025, which amends section 10A of the Landlord and Tenant Act 1985 so that the prescribed hazard-response requirements become an implied term of the lease) will set statutory hazard-response timeframes for PRS lettings once section 60 is commenced and Secretary of State regulations are made under LTA 1985 s.10A(3); no date has been set. The social-housing regulations (SI 2025/1042, in force 27 October 2025) are the model. Until then, the Landlord and Tenant Act 1985 reasonable-time test continues to apply, but Harvey W James operates the protocol below in advance of commencement so that the documentary trail and tenant experience already meet the expected statutory standard.

**Three hazard categories.** There are three categories. (1) Emergency hazards: loss of heating in cold weather; loss of hot water, water or power; uncontainable leaks; security failure (e.g. broken door lock, broken ground-floor window); fire damage. Expected statutory window: 24 hours to investigate and make the home safe. (2) Significant hazards: damp; mould; structural defect; unsafe electrics or gas not yet causing emergency; pest infestation rendering the property uninhabitable in part. Expected statutory window: investigation within 10 working days, and the hazard made safe within 5 working days of the investigation. (3) Standard repairs: everything not classified above. Standard reasonable-time test applies.

**Reporting and response process.** (1) Tenant reports the hazard to Harvey W James — to James, our AI assistant, on WhatsApp at +44 7463 580011, by phone on 020 3865 1500 (answered 24 hours a day), through the chat on harveywjames.com, or by email to aftercare@harveywjames.com. (2) Harvey W James acknowledges receipt within 1 working day. (3) For emergency-category, Harvey W James contacts a contractor within 4 hours and arranges attendance within 24 hours. (4) For significant-category, Harvey W James inspects within 3 working days, instructs a contractor within 5 working days, and chases completion within 10 working days. (5) For standard-category, Harvey W James inspects within 7 working days and proceeds at reasonable pace per the Landlord and Tenant Act 1985 standard. (6) The tenant receives a written acknowledgment, an inspection report (where applicable), and a completion notice. The full audit trail is retained on the Goodlord platform.

**Escalation if the landlord does not comply.** Where the landlord client refuses or fails to authorise the works required by the protocol within the relevant timeframe, Harvey W James will (i) escalate to the landlord with a written compliance notice, (ii) advise the tenant of their right to refer to the PRS Ombudsman (Section 77 [REDRESS-002]) and to pursue a Rent Repayment Order under sections 40 to 44 of the Housing and Planning Act 2016 as amended by the Renters' Rights Act 2025 (Section 75 [RRO-001]) where a relevant offence has been committed, and (iii) consider whether to terminate the management agreement on grounds of breach of compliance obligations. Harvey W James will not knowingly facilitate a landlord's breach of expected statutory hazard timeframes.

The Renters' Rights Act 2025 extends two pieces of social-housing legislation to private rented properties: the Decent Homes Standard (a minimum quality benchmark, from 2035) and Awaab's Law (statutory timeframes for landlord response to hazards, on a date still to be set by regulations). This section consolidates the rules that the document mentions in passing in Sections 4, 31.8, 33, 38 and 47.

**46.1 The Decent Homes Standard — four criteria**

A property meets the Decent Homes Standard only if it satisfies all four of the following: (1) free from serious (Category 1) hazards under the Housing Health and Safety Rating System (HHSRS) — including excessive heat or cold, structural defects, electrical or fire risk; (2) in a reasonable state of repair (chimneys, roof, heating system, kitchen appliances and fixtures); (3) reasonably modern facilities and services (kitchens under 20 years old with

adequate space and layout; bathrooms under 30 years old; noise insulation; adequate common entrance areas); (4) a reasonable degree of thermal comfort (efficient heating system and proper insulation). The 2025 government consultation indicates a fifth criterion — freedom from damp and mould — will be added.

**46.2 Awaab's Law — statutory hazard response timeframes**
Once Awaab's Law applies to the private rented sector, the landlord must operate to statutory timeframes, which run from when the landlord becomes aware of the hazard, however it is reported (in the social-housing model, SI 2025/1042, regulations 5 and 6): emergency hazards investigated and made safe within 24 hours; significant hazards investigated within 10 working days, a written summary of the findings sent to the tenant within 3 working days of the investigation, and the hazard made safe within 5 working days of the investigation. In social housing these timeframes applied to damp and mould first (from 27 October 2025) and are being phased out to all HHSRS hazards; the private-sector commencement date and phasing will be set by regulations.

**46.3 Emergency hazard vs significant hazard**
Emergency hazards (24-hour investigation and repair-start window) include: total loss of heating in cold weather, total loss of hot water, total loss of electrical power, uncontainable water leaks, water on electrics, security failure (front door or ground-floor window not lockable), gas leak, full-sounding fire alarm. Significant hazards (10-working-day window) include: damp and mould affecting habitable rooms, unsafe electrical installations, structural defects, broken essential appliances (cooker, refrigerator, washing machine where supplied by the landlord), pest infestations, defective sanitation. Please report any hazard as soon as it appears, by any route in Section 46.4. We record every report in writing at once, with the date and time, so there is a written record from the moment you tell us.

**46.4 How to report a hazard**
For managed properties, report to James, our AI assistant, on WhatsApp at +44 7463 580011, by phone on 020 3865 1500, through the chat on harveywjames.com, by email to aftercare@harveywjames.com, or through the tenant app (Section 49). A report made by phone or message is written down by us at once and confirmed to you with a reference. If you smell gas, leave the property and call the National Gas Emergency Service on 0800 111 999 first; for fire or danger to life call 999; then tell us. For non-managed properties (retired-service instructions only), report in writing to the landlord directly with a copy to Harvey W James if applicable. Photographs and dated descriptions are valuable documentary evidence. Harvey W James will diary the report and the response deadline and follow up with the landlord and any contractor to ensure the deadline is met.

**46.5 If the landlord fails to comply**
Where a landlord fails to investigate or repair within the statutory window, the tenant can: (a) once landlord membership is mandatory (expected 2028), refer the matter to the Private Rented Sector Ombudsman under Section 77 (the Ombudsman will be able to issue binding decisions — an apology, remedial action and compensation; a Rent Repayment Order of up to 24 months' rent is a separate application to the First-tier Tribunal — see Section 75); (b) report the property to the local authority's Environmental Health team under HHSRS, which can issue improvement and prohibition notices; (c) bring a private claim under the Landlord and Tenant Act 1985 or the Homes (Fitness for Human Habitation) Act 2018. Harvey W James will provide our documentary records to assist any tenant in escalating a managed-property landlord who fails to comply.

## 47 Property Maintenance [REPAIR-001] [TENANT][LANDLORD][STAFF]

Both tenants and landlords have rights and responsibilities regarding the reasonable state of repair for a property. Tenants have the right to have their accommodation maintained in a suitable condition, while landlords are responsible for carrying out necessary repairs.

Work on properties managed by Harvey W James is carried out by qualified contractors we instruct on the landlord's behalf: repairs within the maintenance float go ahead without asking first, and larger works come to the landlord first (Section 10.2, How we decide on a repair). Harvey W James does not employ any tradespeople. For properties not managed by Harvey W James (retired-service instructions only), landlords or tenants make their own arrangements.

Under section 11 of the Landlord and Tenant Act 1985, as the courts apply it, a landlord's duty to repair a defect inside the let property arises once the landlord has notice of it (O'Brien v Robinson [1973] AC 912); the Act sets no form for that notice, and it does not have to be in writing. Once a defect or hazard has been reported, the landlord must put it right within a reasonable time and, once Awaab's Law applies to the private rented sector (on a date to be set by regulations), its statutory timeframes (emergency hazards within 24 hours; significant hazards investigated within 10 working days and made safe within 5 working days of the investigation). Harvey W James will diary the report and the response deadline and will follow up with the contractor to ensure the deadline is met. Once landlord membership is mandatory (expected 2028), failure by a managed-property landlord to authorise the necessary work within the statutory window can be referred by the tenant to the Private Rented Sector Ombudsman (see Section 77). From 2035 the Decent Homes Standard also applies to private rented properties; the law will require landlords to keep their property compliant with the Standard as a condition of continued letting. If the landlord fails to perform the required repair work, the tenant may seek a court order to ensure the work is done. Please report a repair as soon as you notice it. A report made to James by WhatsApp, phone or chat is written down by us at once and confirmed to you with a reference, so a tenant who phones is never left without a written record. Complaints are made in writing (Section 77).

**N.B:** Landlord terms of business: Landlords and tenants should note that Harvey W James is not liable for any loss or damage suffered by the landlord if we are unable to carry out repairs or maintenance because we do not hold any or sufficient funds, or the tenant refuses access; unless the loss or damage is due to our negligence or breach of contract.

**Tip:** Both tenants and landlords can seek assistance by contacting their local Citizens Advice Bureau for housing advice.

### 47.1 The Art of Quality Repairs and Services

Harvey W James procures repairs and maintenance work on behalf of the Landlord. Our procurement principles are:

(1) work carried out promptly within the timeframes set by the Landlord and Tenant Act 1985 and (once it applies to the private rented sector) Awaab's Law; (2) work carried out by appropriately qualified contractors; (3) costs benchmarked against at least two quotes for any works above the maintenance float (one week's rent — Section 47.5), and at least three over £1,500, and every quote checked against our record of what similar jobs have cost, where we have one; (4) no mark-up on contractor invoices and no commission or referral fees from contractors (Section 10.3); (5) for a newer home, we check first whether a developer's warranty or the building's defects cover applies, so you do not pay for a repair someone else should put right.

Why We Don't Cut Corners:

1) **Long-Term Costs:** While a cheaper service might look good upfront, it often costs more in the long run.
2) **Tenant Satisfaction:** Poorly done repairs tarnish the tenant's living experience and our agency's reputation.
3) **Legal Consequences:** Cutting corners can lead to legal ramifications, which are not only costly but can damage our relationships and your peace of mind.

The Method Behind Our Repair Quotes:

1) **How Many Quotes:** One quote is enough for a job within the float; above the float we obtain at least two, and over £1,500 at least three — unless it is an emergency, or only one qualified contractor can do the work, in which case we say so in the recommendation.
2) **Simple vs. Complex Tasks:** While an EPC certificate may warrant choosing the cheapest option, for more complex tasks we keep landlords informed and involved.
3) **Timely Decision-Making:** Every recommendation we send carries a clear reply-by date and time, and we remind you by a second method before it passes. Where you have chosen the 48-hour arrangement (Section 10.2), no reply by then means we go ahead with our recommendation; otherwise we keep chasing, and where a delay would leave a hazard unresolved we follow Section 46.X.

Our Contractors, and When We Use a Job Platform:

- **Streamlined Process:** Speed and efficiency without compromising quality.
- **Quality Assurance:** Pre-vetted contractors that align with our commitment to excellence.
- **Cost-Efficiency:** A focus on value for money, rather than just the cheapest option.
- **Our Own Contractors First**: Most jobs go to vetted contractors we know and have worked with. Where we need more quotes quickly, or a regular contractor is busy and pricing high, we also invite quotes through a job platform. A director approves every new contractor before their first job, other than in an emergency, and none of this compromises our standards for quality and compliance.

### 47.2 Our Pledge to You:

1) **Landlord Agency:** We handle the day-to-day and bring you the decisions that are yours (Section 10.2).
2) **Transparency and Trust:** Our operations are an open book—our approach allows you to trust us, and our mission validates that trust.
3) **Commitment to Mission:** We don't just perform tasks; we provide a living experience for tenants and peace of mind for landlords, fulfilling our mission of raising the bar in property management.

**Key Takeaways:**

- **Time Sensitivity:** Emergencies are handled straight away (Section 8): within the float we act at once; above it, we try to reach you at least three times by at least two methods and making safe does not wait for your reply; the permanent repair waits for your go-ahead.
- **Decision-Making Authority:** Within the float, and in an emergency (Section 8), we make the best decision using our expertise and market knowledge. Above the float we act on your go-ahead, or — if you have chosen it — on the 48-hour arrangement (Section 10.2).
- **Flexibility and Customisation:** Our services can be tailored to meet unique requirements, maintaining a commitment to quality.

We believe that our approach encapsulates what modern property management should be—efficient, transparent, and driven by a commitment to quality. When you choose to work with us, you're not just hiring a service; you're becoming part of a community that values the same principles you do.

### 47.3 Beyond Our Standard Charges: Understanding Additional Costs

While our full management fee covers a wide range of services and provides a robust level of oversight, there are instances when additional charges may apply. It's crucial to clarify what these might be to maintain the transparency and trust we value.

**Specialised Tasks and Unforeseen Challenges**

For any highly specialised tasks or unforeseen challenges that necessitate extra work, the costs are not included in our standard management fee. These will be billed separately, and prior notice will be provided whenever possible.

**Custom Requests**

Landlords who seek highly tailored services that go beyond the scope of our standard offering will also incur additional costs. These will be explicitly itemised and discussed before implementation.

**Administrative Costs for Special Requests**

Extra administrative work that arises from the landlord's specific requests will be billed at our 'By time' rate.

**Late Decision Making**

If a decision we are waiting for is delayed and the delay causes a penalty or extra cost, that cost sits with the landlord — which is why every recommendation we send carries a clear reply-by date and time.

**External Consultants**

When we recommend external professionals, their fees are separate and are to be borne by the landlord. We always ensure these experts align with our ethos and meet our stringent quality standards.

We're committed to offering value for money, which is why we'll always discuss and agree upon any extra costs with you beforehand. In this way, we strive to be upfront about all possible costs, ensuring there are no surprises and preserving the trust and peace of mind that are core to our service offering.

### 47.4 Extra Work and Associated Fees

From time to time, landlords may require specialised services that go beyond our standard management offerings. Our team is committed to accommodating such needs and offers 'By Time' rates for Extra Work.

**Rate Structure:**

- First Hour: £18

- Subsequent Time: £9 per additional half-hour

**Case Example:**
If you have a furnished property and agree with the tenant to remove some furniture based on special conditions in the contract, we can assist. Whether you wish to store the items for future tenancies or transfer them to a different location, domestically or internationally, our team is here to help.

**Services could include but are not limited to:**

- Finding and coordinating with local storage units
- Arranging and overseeing the transfer of items
- Additional administrative work involved in fulfilling special conditions

### 47.5 Emergency Maintenance Float – Managed Services [REPAIR-001-A] [LANDLORD][STAFF]

Upon the tenant's move-in, a one-week rent equivalent will be automatically deducted from the first month's rent to create an emergency maintenance float. This float will be allocated in a separate client ledger titled "Property Account" against the landlord's name. The float is kept for maintenance and repairs; we do not use it for your other bills unless you ask us to (Landlord Terms of Business, clause 5.6).

**Conditions:**

- Should the float be used, it will be replenished from the subsequent rent payment to maintain a one-week rent balance.
- Within the float, we instruct without asking first (Section 10.2). Where a job costs more than the float can cover, we tell you at once and ask for a top-up: the shortfall plus enough to bring the float back to one week's rent (Landlord Terms of Business, clause 5.4). We ask for that money before we instruct if the job is over £1,000, or whatever its size if the rent has been paid late twice in the last six months or is in arrears; otherwise we plan the payment around your next rent date and the contractor's terms. None of this delays making a tenant safe (Section 8). The float never goes below zero; where work has gone ahead and the top-up has not arrived, we take the shortfall from the next rent (Landlord Terms of Business, clauses 4.6, 5.4 and 11.23) and tell you.
- We are not responsible for losses caused by a float too small for the work (Landlord Terms of Business, clauses 5.7 and 11.4) — which is why we tell you as soon as a job needs more.

**Refund Policy:**
Should you cease to use our managed services, the remaining float will be returned in full.

**Miscellaneous Charges:**
Additional banking fees may apply for other financial transactions, such as invoice payments or emergency float top-ups, which exceed the monthly rent.

### 47.6 Uninhabitable Tenancy Management [REPAIR-001-B] [LANDLORD][STAFF]

In the unfortunate event that a property becomes uninhabitable:

1. **Tenant Rent Relief:** Where a property becomes uninhabitable through no fault of the tenant, the tenant may be entitled to seek a rent abatement (rent reduction) for the affected period. This is a remedy the tenant claims against the landlord; it is not an automatic exemption. The amount and period of any abatement should be agreed in writing with the landlord (or in default, determined by a court) and any related insurance claim handled per the landlord's buildings policy.
2. **Immediate Assessment and Response:** We promptly assess any reports of uninhabitable conditions, documenting the property's state and validating the tenant's claim.
3. **Alternative Housing Solutions:** Should temporary housing be necessary, we will explore options under the landlord's insurance coverage. If these costs are not covered, we will collaborate with the landlord to secure an affordable and minimal-disruption solution.
4. **Tenant Relocation Efforts:** Confirmed uninhabitable properties trigger our procedure to find suitable alternative housing for the tenant, aiming to minimise life disruption.
5. **Management of Additional Costs:** We prioritise solutions covered by the landlord's insurance for any required alternative accommodations. If costs extend beyond coverage, we engage both tenant and landlord in discussions to manage these expenses fairly.
6. **Reimbursement Procedures:** Tenants should initially bear the cost of emergency accommodations and keep all relevant receipts for a prompt and equitable reimbursement from the landlord, taking into account the rent-free period and any agreed-upon inconvenience compensation.
7. **Agency Fees for Relocation Services:** Our staff-time rate of £18.00 per hour, agreed with the landlord first, applies to the coordination and research involved in arranging alternative accommodations. These costs are borne by the landlord.
8. **Transparent Communication and Record-Keeping:** We ensure ongoing, clear communication with both parties and keep thorough records of all actions taken, adhering to professional standards.
9. **Promoting Collaborative Dialogue:** We encourage open dialogue between the landlord and tenant to facilitate agreeable solutions during the uninhabitability period.
10. **Comprehensive Agency Support:** Throughout the process, we provide guidance and support, informing all parties of their rights and obligations, and promoting ethical practices.
11. **Restoration and Tenant Return:** We aim to hasten the property's restoration to a habitable condition, keeping parties informed of the progress and coordinating the tenant's timely return.

### 47.7 Financial Guidelines for Temporary Accommodation

1. **Temporary Accommodation Cap:** Tenants may arrange temporary housing up to a daily cap equal to their monthly rent divided by 30 days. For instance, a monthly rent of £2000 translates to a daily cap of approximately £66.
2. **Emergency Arrangements Post-Working Hours:** Tenants are authorised to secure accommodations outside working hours within the daily cap, ensuring fairness in reimbursement.
3. **Compensation Negotiations:** Requests for additional compensation beyond basic rent abatement for premium accommodations must be pre-approved, with landlord liability generally limited to the rent abatement unless further negotiated.
4. **Rent Abatement Example:** If a property is uninhabitable for 5 days, the tenant would receive a rent

reduction or non-charge equalling approximately £330 (5 days x £66 daily rate).

5. **Auxiliary Accommodation Solutions:** In instances where specific amenities in a property, such as a shower, are temporarily unavailable, yet the property remains habitable, we can facilitate alternative solutions. One such provision is arranging a pay-as-you-go gym membership for tenants to use the gym's shower facilities. This option, designed to prevent the inconvenience of relocation, requires tenants to maintain and submit receipts for subsequent reimbursement. Approval of this solution, including all related financial implications, rests with the landlord. Such alternative measures are considered on a case-by-case basis and must receive the landlord's consent prior to implementation.

### 48 Emergency Repairs for Managed Properties [REPAIR-002] [TENANT][STAFF]

Awaab's Law (extended to private rented properties by section 60 of the Renters' Rights Act 2025, amending section 10A of the Landlord and Tenant Act 1985, on a date to be set by regulations) sets statutory timeframes for landlord response to hazards: emergency hazards (loss of heating, water or power; uncontainable leaks; security failure) investigated and made safe within 24 hours; significant hazards (damp, mould, structural defect, unsafe electrics or gas) investigated within 10 working days and made safe within 5 working days of the investigation. Harvey W James operates to these timeframes now (they are those of the social-housing regulations, SI 2025/1042). Until they are law for the private rented sector, the Landlord and Tenant Act 1985 reasonable-time test continues to apply, but please report hazards as soon as they appear (Section 46.4); we record every report in writing so that the documentary trail supports any later Ombudsman or court referral.

**Tip:** Renters must allow a reasonable time for these arrangements to take place. Even though it brings discomfort, non-essential repairs often need to wait a few days up to a few weeks.

48.1 Out of Hours Service is available for emergencies only
We will attend to an emergency repair out of hours if there is an immediate danger to a customer or further damage will be caused to the property if the repair is delayed. If your repair is not classed as an emergency, James will take the details at any hour, and we will arrange the repair in normal working hours.

We class an emergency as any of the following:

- Total loss of power (not including power cuts in the area or loss due to pre-payment meter credit running out)
- Total loss of heating in cold weather (we treat October to March as cold weather), or total loss of hot water
- A gas leak — call the National Gas Emergency Service first, on 0800 111 999 (Section 50)
- Water leaks that cannot be contained
- Water on electrics
- External communal doors not opening or closing
- Full-sounding fire alarms
- Blocked toilet (if only one toilet in the house)
- Exit door or ground floor window not secure

Some of the above may differ depending on a customer's individual circumstances.

When a contractor attends your property for an emergency repair, they may only be able to 'make safe' or do a temporary repair. Where this happens, permanent repairs will be left for normal working hours, and we will arrange a mutually convenient appointment or earliest availability for the scale of repair required.

N.B. Please note that Harvey W James does provide an out-of-hours emergency lockout service.

### 49 Repair Appointments for Managed Properties [REPAIR-003] [TENANT][STAFF]

Please report a repair as soon as you notice it. The quickest way is to message James, our AI assistant, on WhatsApp at +44 7463 580011; you can send photos and video. You can also phone 020 3865 1500 at any hour, use the chat on harveywjames.com, email aftercare@harveywjames.com, or use the tenant app. If you report by phone or message, we write it down at once and send you a reference, so you always have a written record. If you smell gas, leave the property and call the National Gas Emergency Service on 0800 111 999 first; for fire or danger to life call 999; then tell us.

### 49.1 Contractor Appointment Terms and Conditions

You will be provided with an appointment, and this will be at a time and date convenient for you. The following are optional arrival times:

- Morning: Between 8 am and 12 pm.
- Afternoon: Between 1 pm and 5 pm.

If the contractor is unable to keep an appointment, we will inform you as soon as possible. We will then organise another time slot.
We also want you to let us know if you're not able to keep an appointment.
Some repairs may require inspection before the works can be arranged.

If the repair contractor does not attend the appointment at the arranged time, please contact the contractor directly, if you are unable to reach the contractor, please contact Harvey W James on 020 3865 1500.

**Important Reminders**
We have observed instances where tenants agree to an 8 am appointment but turn the contractor away because they arrived at 9 am during the school run. Although this might seem normal, the contractor considers it an attended visit, and the tenant's refusal means the contractor's call-out charge is still due. Contractors still need to be paid for their time, and unfortunately, this financial loss usually falls on the landlord. Where the landlord has paid a contractor call-out charge that the contractor was entitled to under their booking terms, the actual amount paid (supported by the contractor invoice) may be claimed from the tenancy deposit at the end of the tenancy as damages for breach of the tenancy agreement (Tenant Fees Act 2019, Schedule 1, paragraph 5), provided the tenancy agreement permits the deduction. It is not a fee: we do not invoice the tenant for it (Section 32.4), and the amount is limited to the actual cost evidenced.

Therefore, we must give you a heads-up that a contractor not arriving exactly at 8 am does not absolve you from the responsibility of the appointment. In London, it is common for a call-out to be a whole-day affair. Tenants often feel it is unreasonable to stay home all day for a minor repair, but it's important to remember that if this were your own home, you

would need to ensure the repair is done, even if it means being home all day.

Whether you have chosen a standard or premium service, please be aware that the contractor may have to make more than one trip to resolve the problem. Often, the first visit is for assessment, and subsequent visits may be required to source parts. Not all problems can be solved on the first visit. For example, a leak can often be fixed on the first visit, but if a tap is broken, the leak will usually be fixed first, and then a second visit will be necessary to replace the tap. Sometimes this can be done on the same day, but the contractor may have to return later in the day, making it a whole-day affair.

### 49.2 Upgrade to Premium Service

In the past, we have managed to build win-win solutions where the landlord covers most of the contractor's costs, typically during working hour rates. If a tenant would like an exact time, or an out-of-hours appointment for a repair that is not an emergency, they can choose to agree that directly with the contractor and pay the contractor the difference themselves. It is entirely the tenant's choice and never a condition of the repair being done: the standard appointment is always available at no cost to the tenant.

To ensure complete transparency, here is an “example” of the costs for a plumber addressing a leak:

- Standard Rate (8 am–6 pm): £85 + VAT (£102.00 including VAT)
- Out-of-Hours Rate (after 6 pm): £127.50 + VAT (£153.00 including VAT)
- Difference You Would Need to Pay as an Optional Enhancement: £51.00

The landlord covers the standard rate; a tenant who chooses an out-of-hours slot pays the contractor the £51.00 difference directly.

If you would like this, please email us and we will put you in touch with the contractor to agree it. Please note that standard call-outs are not prioritised, and charges can change.

If you have opted for premium services, multiple trips could incur multiple additional charges for tenants, as the premium price will be applied each time the contractor has to make a trip for an exact time or an out-of-hours appointment. We request that tenants acknowledge this, as additional trips can add up. The landlord will also need to pay for multiple trips; however, the landlord will be limited to standard working hour rates only.

**Legal Claim from Tenant Deposit**

Where the tenancy agreement permits it, the landlord may claim from the tenancy deposit, at the end of the tenancy, the actual cost of a missed contractor appointment, as damages and only on evidence of the cost (Section 49.1). It is one more good reason to keep to the appointment you agreed.

**Recommendations**

Our best recommendation is to only book a maintenance appointment if you are available for the entire day or decide to top-up to a premium service by agreeing specific times directly with the contractor. This approach will help avoid a wasted call-out and the inconvenience of missed appointments. While it is inconvenient, it’s necessary for the upkeep of the property and ultimately for your comfort.

We understand that this might seem inconvenient, but it is essential for ensuring that necessary repairs are completed efficiently. Remember, patience and clear communication go a long way. While it’s not ideal, understanding the challenges tradespeople face can help manage expectations.

**Cancellation or Upgrade**

If you need to cancel the appointment or upgrade to premium service from a standard booking, please email aftercare@harveywjames.com or call us on 020 3865 1500. Please tell us as soon as you know, so that we can cancel or change the booked appointment.

**Billing Process for Premium Services**

Where a tenant chooses an exact-time or out-of-hours slot, the difference above the standard working-hour rate is agreed and paid between the tenant and the contractor. Harvey W James does not invoice tenants for it and does not treat it as a fee: the default fees the Tenant Fees Act 2019 permits cover only late rent and a lost key (Schedule 1, paragraph 4). The landlord pays only the standard rate.

### 49.3 Our Process for Handling Repair and Maintenance Requests [REPAIR-003-A] [TENANT][STAFF]

**1. HWJ Reviews the Case (Triage):**

Upon receiving your request, our team at HWJ will review the reported issue to determine the necessary actions. We aim to address all concerns promptly and efficiently.

**2. Maintenance Job Creation & Quote Request:**

HWJ will create a maintenance job and request a quote from one of our regular contractors, with further quotes where the job needs them (Section 47.1). Both you and the landlord will be notified by email once a request for a maintenance quote has been sent.

**3. Quote Review and Contractor Instruction:**

After evaluating the quotes, HWJ instructs the contractor straight away if the cost is within the maintenance float (one week's rent). Above it, we send the landlord our recommendation and ask for their go-ahead (Section 10.2) — and we tell you at the same time what we have asked, the deadline we have given the landlord (a date and a time), and what happens next if they have not replied by then (Section 6).

**4. Contractor Visit and Time Allocation:**

Contractors are allocated a maximum of 2 hours on-site. If more extensive work is required, the contractor will contact HWJ to discuss and send updated quote variations.

**5. Contractor Contact and Scheduling:**

Once instructed, contractors will contact you directly to schedule an appointment at a convenient time. You will receive an email outlining what to expect from the contractor, including steps to take if there are any delays or if the contractor fails to show up.

**6. Out of Hours Emergency Service:**

Please note that our out-of-hours service is available for emergencies only. We define an emergency as any situation where there is immediate danger to you or the property, or where further damage will occur if the repair is delayed.

**Emergencies include:**

- Total loss of power (not related to area-wide power cuts or pre-payment meter issues)
- Total loss of heating in cold weather (we treat October to March as cold weather), or total loss of hot water

- A gas leak — call the National Gas Emergency Service first, on 0800 111 999 (Section 50)
- Uncontainable water leaks
- Water affecting electrics
- External communal doors not opening or closing
- Persistent fire alarms
- Blocked toilet (if it's the only toilet in the property)
- Insecure exit door or ground floor window

**Emergency Response:**
If an emergency repair is required, our contractor may only be able to make the situation safe or perform a temporary repair. Permanent repairs will be arranged during normal working hours, with a follow-up appointment scheduled at your convenience.

While our office is closed, our directors monitor our maintenance department closely and prioritise any emergencies that arise. If your situation qualifies as an emergency, we will be in touch as soon as possible.

### 50 Gas Leaks [REPAIR-004] [LANDLORD][STAFF]

If you think there is a gas leak in your home (or nearby), call the National Gas Emergency Service at once on 0800 111 999 — free, 24 hours a day.

In the meantime:

- Turn the gas off at the meter
- Open the windows and doors to let the gas out
- Extinguish any naked flames
- Do not turn any electrical switches or sockets on or off
- Call the National Gas Emergency Service at once (0800 111 999).

### 51 Water Leaks [REPAIR-005] [LANDLORD][STAFF]

Your stopcock is the control tap for your mains water. If you're unfortunate enough to have a burst pipe or broken tap, with water pouring everywhere causing damage to your floors and furnishings, then you need to find your stopcock sharpish. If you don't, your home could be badly damaged before the plumber arrives.
**TIP:** Your inventory report may highlight the location of the stopcock.

### 52 Pest Control [REPAIR-006] [TENANT][LANDLORD][STAFF]

It ultimately comes down to two things — Did the infestation exist prior to your move-in date, and is it caused by disrepair in the property?

To protect yourself against charges, we would highly recommend that you undertake a thorough inspection of the property on the day you move in to ensure no "pests" any unwanted animals or insects living in your property that have accessed it of their own accord. This typically includes small rodents such as mice, rats and squirrels, and insects such as ants, cockroaches and bedbugs. (in addition to comprehensive checks during viewings).
Take extensive notes and photographs and send them all to your landlord or Harvey W James for managed properties on the same day so that you can't be accused of causing any existing damage.
If you notice any signs of disrepair that could provide access for pests or is likely to have been caused by pests (this is particularly important in the case of things like chewed wiring), your landlord is obligated to carry out the works needed in good time.

You can of course, also act yourself by setting traps, laying out poison and cutting off access to your home and potential pest food sources.

### 53 Condensation [REPAIR-007] [TENANT][STAFF]

It's critical for both tenants and landlords to understand their respective responsibilities when it comes to preventing and managing mould issues, particularly due to condensation. This shared understanding fosters a healthier living environment and avoids unnecessary disputes.

Landlords should:

- Ensure the property is structurally sound, addressing any underlying issues that might contribute to mould growth.
- Provide proper guidance and tools, such as extractor fans or de-humidifiers, if necessary, to aid the tenant in managing condensation.
- Respond promptly to any reported issues, particularly if they affect the tenant's health and safety.

Tenants should:

- Make diligent efforts to ventilate and heat the property to prevent damp and condensation.
- Follow practical steps like drying windowsills, ventilating rooms after cooking or bathing, using a tumble dryer properly, and maintaining a consistent background temperature.
- Communicate promptly with the landlord if issues arise that are beyond the tenant's control or responsibility.

**NB:** Always report any issues affecting your health and safety! This collaboration between tenants and landlords is key to maintaining a property in good condition and reflects a balanced, respectful relationship.

TIP: Regular maintenance, vigilance, and open communication between tenants and landlords can prevent most mould issues. A professional inspection at the start of the tenancy, and clear guidelines about responsibilities, can set the tone for a positive landlord-tenant relationship.

### 54 Mould [REPAIR-008] [TENANT][STAFF]

Mould is not only unsightly but can also have adverse health effects. It often results from sustained moisture or humidity, which can be due to leaks or lifestyle-related condensation, like cooking, showering, or drying clothes indoors without proper ventilation. Here's a guide to handling mould:
Important: Awaab's Law (extended to the private rented sector by section 60 of the Renters' Rights Act 2025, on a date still to be set by regulations) imposes statutory timeframes on landlords for damp and mould hazards — emergency hazards within 24 hours; significant hazards investigated within 10 working days and made safe within 5 working days of the investigation, with a written summary to the tenant. Please report any damp or mould as soon as it appears, by any route in Section 46.4; we record every report in writing at once. Failure by a landlord to comply can be reported to the PRS Ombudsman once the scheme is live, enforced by the tenant as a breach of the implied term, and reported to the local authority, whose Housing Act 2004 powers include improvement notices and a civil penalty of up to £40,000 (section 249A).

- **Protect Yourself:** If you need to clean mould, wear protective equipment such as goggles, rubber gloves, and a mask. Keep doors closed but windows open to prevent spores from spreading.
- **Cleaning Process:** Soft furnishings might need professional cleaning, while walls can be wiped with mild

detergent. Avoid brushing the mould, and dispose of the rags properly.

- **Prevention Tips:** Ensure proper sealing of windows, dry wet areas promptly, monitor humidity levels, inspect the exterior regularly for leaks, and let fresh air circulate to prevent mould growth.

### 54.1 Specialist Guidance

If the cause of damp isn't evident:

- **Consult a Damp Expert:** Your landlord may need to hire an expert to identify and fix the problem.
- **Local Council Inspection:** If your landlord is unresponsive, the local council can provide an impartial assessment.
- **Tenant Responsibilities:** Tenants might need to purchase or hire a dehumidifier or moisture meter if required.

### 54.2 In Case of Excessive Mould [REPAIR-008-A] [LANDLORD][STAFF]

Should the mould become unmanageable or affect your safety:

- **Seek Guidance:** Refer to your rental agreement or consult with your landlord for possible solutions.
- **Early Termination: you may end the tenancy at any time by serving 2 months' written notice under your statutory right (Section 68.0). No fee applies. A shorter period may be agreed with the landlord at their discretion.**

### 54.3 Products and Tips

- **HG Mould Spray:** Many tenants recommend this as an effective remedy for mould.

Remember, as a tenant, it is your responsibility to maintain the property in a tenant-like manner. However, landlords must also fulfil their obligations, including addressing structural or persistent issues.

**Tip:** Clear communication and collaboration between the tenant and landlord can ensure that any problems are handled efficiently, keeping the property safe and enjoyable.

### 55 Replacement of furniture/electrical equipment/appliances [REPAIR-009] [LANDLORD][STAFF]

Your landlord is legally required to ensure any electrical equipment supplied to the tenant/s are safe - including things like fridge/freezers, washing machines, kettles, toasters, microwaves, vacuum cleaners etc. You are only responsible for replacement/repair if you have broken the appliances other than through normal use.

If your appliance stops working, you may receive repairs by a local domestic engineer to help get you back up and running. If the engineer can't fix your appliance/equipment or it is deemed to be beyond economic repair, the following procedure will apply; -

- You will receive a budget to replace the electrical equipment yourself on behalf of the landlord
- Your budget is inclusive of - items, delivery, installation /assembly & removal/disposal of any old items/packaging etc.
- To reimburse you we need evidence of the cost: please keep a photo of the item and its receipt.
- You will be reimbursed within 28 days upon such evidence
- The inventory report does not require updating if the equipment has been received after the inventory report has been issued. A photo and a receipt of the equipment will be sufficient for this purpose.
- Should your landlord or the landlord's agent decide to purchase the equipment themselves, the tenant/s will be notified accordingly.

**TIP:** Before you go blaming your electrical item, make sure the outlet it's plugged into is working. Test another appliance on the same outlet. If it doesn't work, the problem is likely a blown fuse. Replace with a correct fuse and retest the equipment again.

### 56 Tenant-Like Manner [TENANT-USE-001] [TENANT][STAFF]

In 1954, Lord Denning established the obligation for residential tenants to treat the property in a 'tenant-like manner.' This responsibility denotes proper care of the property by the tenant, while landlords should provide proper guidance and assistance as necessary.

Tenants must:

- Take proper care of the property, including tasks such as changing light bulbs, maintaining appliances, and unblocking sinks.
- Take preventive measures like turning off taps and draining the tank if leaving for an extended period, especially during winter.
- Maintain the garden, ensure proper ventilation, avoid rubbish accumulation, and secure the property when unattended.
- Pay for repairs if damage is caused to another tenant's flat, or if the damage is caused by family and friends.

Landlords, in turn, must:

- Provide clear instructions and assistance, such as how to re-pressurise a combi-boiler.
- Respond to recurrent problems that require professional intervention, such as a recurrent issue with a boiler.
- Detail any specific maintenance responsibilities within the tenancy agreement.
- Assist tenants in understanding their responsibilities and support them as needed.

Ultimately, this obligation encourages a respectful relationship between landlords and tenants. Tenants are encouraged to act responsibly, as they would in their own home, and landlords should foster a relationship that supports this responsibility.

**Tip:** Before calling the landlord for a repair or issue, tenants might ask themselves, 'Would I call someone in and pay for it if this was my house?' While landlords should be mindful of guiding tenants and being available for genuine issues requiring their attention.

### 57 What the Tenant is Responsible For [TENANT-USE-002] [TENANT][STAFF]

As a tenant, you are responsible for maintaining the inside of your home in reasonable condition and attending to smaller repair jobs. Your responsibilities include, but are not limited to:

- **General Maintenance:** Replacing/re-fixing toilet seats, minor repairs such as tightening loose screws, replacing plugs and chains for sinks, and internal decoration.
- **Damages:** Repairing/replacing items damaged through neglect or abuse, including worktops, doors, windows, floor tiles, etc.
- **Alterations:** Repairs needed after any alterations, improvements, or work you have carried out or organised.

# Essential Terms and Charges

HARVEY W. JAMES
LETTINGS AND PROPERTY MANAGEMENT

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- **Safety:** Testing and replacement of batteries for smoke alarms, repairing leaks, and ensuring any gas appliances of your own are serviced annually by a Gas Safe registered engineer.
- **Garden Care:** Keeping your garden neat and tidy, including shrubs and trees, repairing/replacing rotary driers, and garden sheds (excluding communal areas).
- **Heating and Plumbing:** Setting heating controls, re-lighting pilot lights, connection of appliances, bleeding/venting radiators, and repairing leaks on water supply to your washing machines/dishwashers.
- **Electrical Care:** Replacing electrical fuses, light bulbs, fluorescent tubes, starters, and repair/replacement of external security lights.
- **Miscellaneous:** Clearing blocked toilets, sink/bath/basin wastes, minor fixtures like curtain rails, blinds, coat hooks, repair/replacement of party fences and gates, and TV aerial maintenance (unless it's a communal aerial).

**NB:** If damage or disrepair is caused by you, your household or your visitors, or by your neglect, and your tenancy agreement makes you responsible, the repair may be arranged for you and you may be asked to pay its actual, evidenced cost; if it is not paid, the landlord may claim it from the deposit at the end of the tenancy (Section 32.4).

**TIP:** If your central heating doesn't quite cut it, a portable electric heater (sometimes known as a space heater) is worth considering. Portable heaters are great for situations where heating has failed in your house.

## Part 8 — Living in the Property

### 58 Property Cleaning [TENANT-USE-003] [TENANT][STAFF]

Tenants, please be informed that Harvey W James can only guarantee the property will be cleaned to a professional standard if the landlord has engaged a specialised cleaning company or if specific cleaning standards have been agreed upon. These standards might include thorough cleaning of various surfaces and hidden areas, such as under sofas, behind doors, as well as detailed cleaning of particular items like extractor fan grilles, light bulbs, and windows. Without such an arrangement, we cannot assure the professional level of cleaning.

### 58.1 Cleaning Prices

Harvey W James work with a handful of professional cleaning companies across London, they follow agency-approved checklists and where our customers have expressed satisfaction with the services performed. (i.e. Price, Reliability, Timekeeping, Tidiness, Courtesy & Workmanship)

Included in the price:- 1. Two cleaners, key collection & return service, cleaning equipment, products & parking 2. Pictures before & after completion.

### 58.2 Cleaning Services Terms & Conditions

- **Contractual Agreement:** The contract for cleaning services is solely between the landlord and the cleaning company. The service you book is the cleaning company's responsibility. We act as a booking agent only and, therefore, are not responsible or liable for the actual service.
- **Cleaning Requirements and Adjustments:** If a full or light clean is required, a new cleaning company will be instructed, and the costs will be claimed against the tenant's deposit. Sometimes, there might be discrepancies in the required cleaning level (full or light), and if our cleaners assess differently, the claim will be adjusted automatically.
- **Additional Charges:** Extra fees may apply for specific cleaning conditions, such as bad clean condition, household waste removal, curtain steam cleaning, mattress cleaning, deep cleaning of carpets, sofas, and rugs. These additional costs will be paid by the tenant or claimed from the tenant's deposit.
- **Bad Clean Condition Surcharge:** A specific surcharge applies for bad cleaning conditions, with the quotation based on a medium clean condition.
- **Waste Removal:** Household waste removal – the first bin bag is free of charge; additional bags are charged at £15 per bag.
- **Other Costs:** Not included in the end of tenancy clean:
  - Mould removal - quote available upon request.
  - Carpet cleaning - quote available upon request.
  - Upholstery cleaning (e.g., mattress or sofa) - quote available upon request.
  - Cancellation fee / failed clean i.e. access, unable to clean: £30.00
- **Commencement of Cleaning:** Cleaning can ONLY commence when the tenant has checked out and surrendered all keys to the Inventory Clerk.
- **Access Post Check-Out:** Once the tenant has checked out and surrendered the keys, they will no longer have access to the property.

### 59 Fair Use Policy for Bundled Services [TENANT-USE-004] [TENANT][STAFF]

This policy ensures that tenants utilise utilities both legally and within sensible limits, outlined as follows:

- **Electricity, Gas, and Water:** The cost of these services is included up to a fair use amount specified in the tenancy conditions, per month per tenant. Usage will be calculated from energy statements provided by utility suppliers, divided amongst all tenants.
- **Water Charges:** Where water is metered, it's included up to a fair use amount. If not metered, the full annual cost is covered.
- **Council Tax:** Included in full up to the annual amount charged by the local council. The landlord isn't required to provide or apply for discounts or exemptions but may choose to do so at their discretion. Any required documentation must be provided by the tenant.
- **Excess Usage and Additional Charges:** Should usage exceed fair use limits; the excess will be payable by the tenant. Any fines, penalties for improper use, or excessive use will also be attributed to the tenant.
- **Broadband Internet & Digital Television:** While the landlord is responsible for regular subscription amounts, all additional charges, including penalties for improper use, are payable by the tenant. The landlord isn't liable for ensuring these third-party services are functional.
- **TV Licence:** If a TV is provided without a digital television subscription, the tenant is responsible for obtaining their own TV licence.
- **Cleaning Service:** If included, this is meant for maintaining basic hygiene in communal areas only, and not for cleaning up after the tenants. The scope of cleaning can be provided upon request.

This Fair Use Policy emphasises responsible consumption and clarifies the boundaries of what is included in the rent, promoting a clear and transparent relationship between landlord and tenant.

### 59.1. Use of the Communal Areas (Room Lets)

**Access and Usage:** The Tenant has permission from the Landlord to access and use the facilities in the Communal Areas of the Building, but remains a Tenant of the Property only, with no right of tenancy over these communal areas.

**Damage Responsibility:** Should damage occur in the Communal Areas, the Landlord will determine the cause and responsibility. If the Tenant is found responsible, they must cover the appropriate costs. If responsibility is unclear, the Landlord may apportion the cost between the Tenant and other building tenants.

**Room-Only Letting Clarification:** In the case of Room-Only letting, the Tenant's "home" is restricted to the rented room. The common areas (bathroom, kitchen, lounge) are accessible but not considered part of the Tenant's property. Thus, the Tenant cannot prevent the Landlord, cleaners, etc., from accessing these common areas.

**Right of Entry:** The Landlord or their agents reserve the right to enter the Building and the Communal Areas at any time without prior notice.

### 60 Bin Collection Days [TENANT-USE-005] [TENANT][STAFF]

Managing waste disposal is an integral part of maintaining a clean and organised living environment. It's crucial for both landlords and tenants to be aware of the local council's

rubbish collection schedule. Here's how you can find out about your bin collection days:

- **Visit Your Local Council's Website:** Most local councils provide detailed information about rubbish collection schedules on their official websites. Simply enter your postcode or address, and you should be able to find the collection days for your specific area.
- **Types of Bins and Collection Frequencies:** Depending on the council, there might be different bins for various types of waste (e.g., general waste, recycling, garden waste). Check the collection frequency for each type, as they may vary.
- **Special Collections:** If you have large or hazardous waste items, you may need to arrange a special collection. Information about this service should also be available on the council's website.
- **Holidays and Changes:** Keep an eye on any changes to the regular schedule, especially during public holidays. Some councils might have alternative collection days during these periods.
- **Responsibility for Proper Disposal:** As a tenant or landlord, it's your responsibility to ensure that waste is disposed of correctly. Failure to comply with local regulations could result in fines or penalties.

**Tip for Tenants:** If you're moving into a new property, especially in a newly built development in the city, it's a good idea to familiarise yourself with the rubbish collection schedule as soon as possible. In some developments, the concierge may also have information about how to manage waste.

### 61 Anti-Social Behaviour (ASB) [ASB-001] [TENANT][STAFF]

Incidents of anti-social behaviour can range from something that is a mild annoyance to something that causes real fear and insecurity. It could be a one-off event or something that happens repeatedly. Anti-social behaviour can have a devastating effect on people's lives.
Anti-Social behaviour involves a wide range of unacceptable behaviours.

Examples of antisocial behaviour include nuisance noise, animal problems, street drinking, littering or drugs paraphernalia, abandoned vehicles, misuse of fireworks, begging or vagrancy, noisy or nuisance neighbours, local businesses, churches, clubs, drug dens & industrial noise from building sites, airports, railways, parks etc.

### 61.1 Dealing with ASB

Anti-Social behaviour is a key concern to Londoners, and it is high on the agenda for police, housing providers and all boroughs across London. However, it means different things to different people and sometimes front-line professionals find it hard to define antisocial behaviour.

Follow these steps if you have a dispute; -

- Try to solve the problem informally by talking to them directly (i.e. noisy neighbour)
- You could use a **mediation service** if raising the issue informally does not work.
- If the dispute involves a statutory nuisance (something like loud music or barking dogs), you can make a **complaint to your local council**.
- **Contact the police** if your neighbour is breaking the law by being violent or harassing you.
- As a last resort, you can take **legal action through the courts**
- Move out

### 61.2 Who is responsible for dealing with anti-social behaviour?

You should always consider, particularly in serious cases, whether to involve any of the following -
Your local authority, social landlords (housing associations) and the police all have strong and effective powers to deal with anti-social behaviour problems.

If anti-social behaviour is affecting you or your family, you can expect the police and your local council to treat the problem seriously, take action and then report back to you what action has been taken.

If a criminal offence is involved such as criminal damage or assault, you should consider involving the police. Make sure that you get a crime reference number.

### 61.3 Collecting Evidence

Tenants should collect evidence of anti-social behaviour. Make sure that you keep a record of dates, times and places of what happened, as well as the names and details of anyone who was a witness. Try and obtain some sort of statement at the time from a witness such as a letter setting out their record of what happened. If you take down details at the time an incident occurs (or as quickly as possible afterwards) then this will always carry more weight. Nuisance diaries can be helpful. You can ask neighbours to keep a diary of all incidents with full details, including dates and times and exactly who was involved, as well as what happened.

61.4 How to report Anti-Social Behaviour [ASB-001-A] [TENANT][STAFF]
You do not have to put up with anti-social behaviour. The police along with their partner agencies have a range of powers available to them for dealing with anti-social behaviour.

Tenants should report instances of anti-social behaviour.

Examples of anti-social behaviour and who to report it to:

- Vandalism is a crime – Report to the police
- Graffiti is a crime – Report to the police
- Littering/fly-tipping – Report to local authority
- Dog fouling – Report to local authority
- Nuisance neighbours – Report to the local authority or your housing association.
- Intimidating groups taking over public spaces - report to your Local policing team **Police.UK** or call 101
- Inconsiderate parking - – Report to local authority parking enforcement team

### 61.5 Who to Contact [ASB-001-B] [TENANT][STAFF]

**Police responsibilities**

- Begging
- Dealing/taking of drugs
- Harassment or intimidation
- Hoax call to emergency services
- Misuse of Fireworks
- Prostitution and indecent behaviour
- Vandalism or graffiti

To report any of these, please **report online** or call 101

**Local authorities' responsibilities**

- Abandoned vehicles
- Dead animals
- Dog fouling
- Flyposting
- Littering

- Fly-tipping
- Waste on land
- Lost or stray dogs
- Noise nuisance / Noise from DIY
- Syringes or needles

To report any of the above to the council please select the link and you will be directed to the GOV.UK website.

**Nuisance neighbours (including local businesses)**
If you are experiencing anti-social behaviour or the person committing anti-social behaviour is a tenant, you should in the first instance report any incidents of anti-social behaviour to **your local council anti-social behaviour team**

### 61.6 Dealing with Fly-Tipped Waste

If you are a tenant and become a victim of fly-tipping then it is your responsibility to safely dispose of the waste found on private land i.e. garden, driveway and pay any costs for doing so.

Local councils will not normally clear rubbish dumped on private land free of charge, but they may investigate such incidents and where appropriate take enforcement action.

Regardless of whether fly-tipping is found on public or private land, you should always report it to the relevant local authority – it may be that the culprit can be found or linked to other incidents

Protect your land from the illegal dumping of rubbish by:

- Improving visibility so that fly-tippers are not hidden from view. Fly-tippers prefer to commit their crimes out of sight.
- Install or improve lighting if possible. *
- Consider placing appropriate deterrent signage and CCTV cameras. *
- Swiftly clear any waste that is dumped to remove any encouragement for others to add to it.

*Permission required from the landlord

61.7 Burglary
The aftermath of a burglary can leave you shocked and upset. But knowing what to do immediately after a break-in can help you get through the practicalities as smoothly as possible.

You should report the crime to the police as soon as you can. But how you report your burglary to the police will depend on the circumstances.

If you think the burglar is still in your home or nearby, call 999 (if you have hearing or speech issues, a textphone is available on 18000). If available, officers will attend straight away – some show up reassuringly quickly.

If you're sure the burglar has left your home and you're not in danger, call the non-emergency number 101 (or textphone 18001 101). Calling 101 doesn't mean your burglary isn't important – but it will help police allocate resources appropriately.

Some police forces also provide online forms for reporting a crime. So, if it is minor and you have internet access check that out first.

There's no shame in asking for help if you feel distressed after being burgled. Even if very little has been stolen, the thought of a stranger in your home can feel like a personal violation. Talk about your feelings to a trusted friend or contact **Victim Support**.

### 61.8 General Security Advice

Beyond the very broad responsibility to ensure the rental property is 'safe and secure', the landlord has no specific duty to carry out any improvements to security, even if a burglary has taken place.

They may be willing to provide additional security as a gesture of goodwill but if not, you could arrange to carry out improvements yourself – for example, this could mean arranging for a new door or window locks to be fitted but you will need to get the landlord's written permission first. You should give the landlord a new set of keys. You will also need to keep the old locks as these remain the property of the landlord. For tips on protecting yourself against burglary, there is some helpful guidance provided by the Metropolitan Police on how to protect your rented property.

Some security advice we would suggest to help prevent or deter a burglary would be to lock all doors and windows before you go out. If there is an alarm, make sure you use it. Ensure you do not allow people to "tailgate" you into the building and challenge anyone that you do not know. If you are going away for a longer period of time, let the managing agent know. You could put lights on a timer so that it doesn't look empty. Also, don't leave bins out while you are away as this is a red flag to burglars. And ask a neighbour to push the post properly through the letterbox while you are away as a build-up of the post is another sign that the property is empty.

### 61.9 No longer Feeling Safe [ASB-001-C] [TENANT][STAFF]

If you still don't feel safe in the property and simply want to move out, you can serve 2 months' written notice under your statutory right (Protection from Eviction Act 1977 s.5(1ZA)(a), inserted by Renters' Rights Act 2025 s.20) — see Section 68.0. The notice must end on a day on which rent is due, or the day before. The landlord might agree to you moving out earlier, but this would be at their discretion (a goodwill arrangement, not a contractual right).

As ever, prevention is always better than cure. So, take a thorough look at your rental home and see if there are any weak points. If there are look at installing some additional security measures yourself (with the landlord's permission), for your own peace of mind.

For managed properties, if your landlord agrees to your "surrendering" the tenancy please refer to Section 68.2 [ENDING-002-D] (Re-Letting Fees and Early Termination Process) for further guidance.

## 62 Right to Quiet Enjoyment [ASB-002] [TENANT][STAFF]

Residential tenants understand that their leases contain obligations that their landlord owes to them and vice versa. These are commonly known as covenants. One of the principal covenants that exists in just most residential leases is that of "quiet enjoyment". But what does "quiet enjoyment" mean?

### 62.1 Does it mean I am entitled to a quiet property?

Some residential tenants believe that quiet enjoyment means that they should be able to enjoy a literally quiet property. Consequently, tenants experiencing noise nuisance/disturbance will often refer to the covenant of quiet enjoyment. Unfortunately, this is a misinterpretation of what the covenant means.
Tenants should not read 'quiet enjoyment' literally. It does not mean that the tenant has the right to enjoy a quiet

property. Instead, it means that the tenant has the right to use their property without unreasonable or unnecessary interference from their landlord. As Lord Denning explained in McCall v Abelesz, the question is whether the offending act, *"substantially interferes with the tenant's freedom of action in exercising his rights as a tenant"*.

### 62.2 What behaviour would breach the right to quiet enjoyment?

Other examples of behaviour that would breach the covenant of quiet enjoyment include:

1. The landlord visiting the property without a prior appointment or notice. An exception to this would be where the landlord's attendance is reasonable in all the circumstances (e.g. an emergency).
2. The landlord sending agents or workmen to the property without giving notice to or agreeing with the tenant in advance.
3. The landlord physically interfering with the property. For example, by demolishing or other damaging the property, or interfering with utilities such as gas, electricity and water; and
4. The landlord harassing the tenant, verbally or in writing, particularly with the aim of forcing the tenant to leave the property.

Therefore, a noise nuisance could potentially amount to a breach of the covenant of quiet enjoyment, but only if it was so significant that it prevented the tenant from properly using the property. Mere inconvenience is not enough. In practical terms, the noise nuisance would also have to be caused either by the landlord or someone under their control (e.g. another tenant of the same landlord). If the noise nuisance was caused by someone outside the landlord's control, then it would be very difficult, if not impossible, to argue that the landlord was in breach of the covenant.

Finally, it is also worth noting that a nuisance that is the result of an action or decision taken before the tenancy started (such as bad soundproofing in a block of flats) has been held not to constitute a breach of the covenant of quiet enjoyment.

**NB.** The landlord is not responsible for the actions of a superior landlord or the freeholder

### 62.3 Can the landlord be responsible?

As a matter of law, there is rarely any compulsion for a landlord to do anything about anti-social behaviour. Situations, where landlords have to take action, are quite limited.

### 62.4 I want to move out?

You may want to move rather than try to resolve the problem, particularly if you are at risk of violence or are afraid of retaliation.

It is extremely unlikely that a private landlord will re-house a tenant who is subject to anti-social behaviour. Since 1 May 2026 you can end an assured periodic tenancy at any time on 2 months' written notice (see the next paragraph), so you are not tied to the property if you need to move.

Since 1 May 2026, every assured tenancy is periodic by statute and you have the right to end the tenancy at any time by giving 2 months' written notice to the landlord. You do not need a break clause and you cannot be required to pay rent for any "fixed term" beyond your statutory notice period.

## 63 Utilities and Council Tax — Tenant Responsibilities [UTIL-001] [TENANT][STAFF]

**A. Utility Bills:**

- Tenants are responsible for cold & hot water, council tax, gas, heat and cooling, electricity, broadband, telephone line rental, and TV license unless otherwise stated.

**B. Council Tax:**

- Notify the relevant Local Authority at the commencement of the tenancy to be invoiced directly.

**C. Telephone & Internet Services:**

- It's suggested to contact the provider at least three working days before occupation. The agency cannot make these arrangements.

**D. TV License & Cable/Digital/Satellite Television:**

- These arrangements are the sole responsibility of the tenant.
- If a cable, digital, or satellite service has not previously been installed, written permission must be sought from the Landlord or Landlord's Agent before installation.

## 64 Service Charges, Ground Rent, Utility Bills & Council Tax (Managed Properties) [UTIL-002] [TENANT][STAFF]

We are dedicated to providing exceptional property management services. This section explains our standard management fee, additional services, and associated costs, including managing payments for service charges, ground rent, utility bills, and council tax. Our goal is to ensure a seamless and efficient experience for our landlords and tenants. However, it is important to note that during void periods between tenancies, we do not proactively manage or ensure the payment of the landlord's bills.

### 64.1 Management of Utility Bills

Our primary function within this service is limited to facilitating notifications to utility providers and council tax offices.

**What's Included:**

- **Initial Setup**: Utilising the Goodlord utility notification platform, integrated with our tenancy and referencing software. This automatically notifies utility suppliers and the council tax office of new tenant details, ensuring accounts are set up correctly.
- **Meter Readings**: We record the initial meter readings from the inventory report and input these into the Goodlord platform, facilitating accurate starting balances for utility bills.
- **End of Tenancy**: We also submit closing meter readings at the end of a tenancy through Goodlord, which helps in generating accurate final utility bills.

**When Additional Support Charges Apply:**

- **Manual Notification: Handling of Utility and Council Tax Issues:** When notifications fail to be registered by utility providers and the council tax department, leading to bills being incorrectly issued, we take proactive steps to resolve these issues. Our initial response includes manually providing utility companies and the council tax office with copies of the tenancy agreement, inventory, and checkout reports.
    - **Standard Issue Resolution:** No Additional Cost: If the resolution of the issue takes up to 15 minutes of administrative time, no additional cost will be charged. This covers straightforward cases where minimal intervention is required to correct billing errors.

- **Complex Issue Resolution:** Charges Apply: For issues requiring more extensive investigation and follow-up, such as cases involving multiple properties, unclear billing periods, or prolonged negotiations with utility companies, we will charge for this additional support at a rate of £18.00 per hour. This applies to scenarios where:
  1. Investigations involve clarifying billing details that are ambiguous or date back to periods before our appointment as property managers.
  2. Multiple communications (calls, emails) are required with utility providers or council departments to rectify billing and registration errors.
  3. Resolution requires more than 15 minutes of dedicated administrative effort, including detailed communication with landlords and tenants to prevent or resolve disputes.
- **Notification of Additional Charges:** Before commencing any work that is likely to incur additional charges, we will inform you and provide an estimated amount of time required to resolve the issue. This ensures transparency and allows for your approval before we proceed.

- **Managing Void Periods and Payment Responsibilities:** During periods when your property is unoccupied, bills are sent directly to you, if utility bills, and council tax are sent to us, we will be in touch to redirect this back to the landlord, ensuring no communication is missed. This allows direct communication with utility providers. Upon request, we can manage payments from your rental income, with the first transaction handled for free and a £10 fee inclusive of VAT for subsequent ones. We also recommend setting up automatic payments to avoid late fees.
- **Late Fees Are Your Responsibility:** If there's a late fee because of a missed utility bill and council tax payment, it's on the landlord. If a landlord asks us for a last-minute payment and we can't make it on time, any late fees aren't our fault.
- **Communal Bills Management:** For properties equipped with communal systems such as district heating and cooling, it is crucial for you, as the landlord, to proactively engage with service providers at the beginning of each tenancy to establish clear billing responsibilities. It is important to understand that in some apartment blocks, utility bills must remain in the landlord's name and cannot be transferred to tenants. In these scenarios, you are responsible for receiving the bills and subsequently recovering the costs from your tenants. Managing these communal bills requires more than just sending notifications; it often involves multiple interactions with service providers to ensure billing and account statuses are correctly updated. If you encounter complexities in managing these systems, we offer additional support to help you navigate and resolve these issues effectively. This fee covers the additional resources and personnel needed to manage these complex scenarios efficiently.
- **Additional Support and Resolution Services:** Our assistance is available at £18.00 per hour inclusive of VAT for activities involving coordination with utility companies and communal billing systems, along with ensuring timely payments for a fee of £10.00 inclusive of VAT, we will ensure its payment. This service is designed to handle the complexities that fall outside our standard management charges, offering vital support to efficiently manage these important responsibilities. Additionally, if a tenant defaults on a utility bill, Harvey W James aids in compiling evidence to potentially deduct the owed amounts from the tenant's deposit upon tenancy termination, though the interim responsibility of payment rests with the landlord.
- **Time Tracking and Billing:** We will track the time spent on these activities. Upon completion, you will be billed accordingly.
- **Landlord's Role:** We advise you to handle tasks such as void bills and communal billing on your own. This approach not only helps reduce costs, which would otherwise be incurred at our rate of £18.00 per hour inclusive of VAT but also enhances your understanding of how utility service companies and communal billing systems function. Assessing the fairness of these charges is crucial, and this responsibility rests with you.
- **Landlord's Role in Managing Utility and Communal Billing:** We recognise that landlords, especially those based overseas, may face challenges in managing utility and communal bills due to geographical distance and unfamiliarity with local regulations. To facilitate effective property management and to prevent delays or miscommunication, we recommend the following approach:
  1. **Proactive Engagement:**
     - **Initial Review and Understanding:** Upon receiving bills, we advise overseas landlords to promptly review them to ascertain the billing period and responsibility for payment. This timely review helps in determining whether the responsibility lies with the tenant or the landlord.
     - **Responsibility Determination:** If the bill is tenant-responsible, landlords should forward it to us for further handling. For bills that are the landlord's responsibility, or if there are outstanding amounts carried forward, we can provide our assistance at the standard rate of £18.00 per hour inclusive of VAT.
  2. **Property Onboarding Information:**
     - **Mandatory Disclosure:** To ensure smooth transitions and prevent billing issues, landlords must provide us with comprehensive details of all utilities and communal systems upon taking on new properties or changing tenants. This includes supplier and billing company contact details, especially for communal heating and cooling systems.
     - **Clarification of Responsibilities:** It is crucial for landlords to understand that it is their responsibility to register tenants with the relevant communal system providers. Failure to properly manage these responsibilities can lead to significant complications, such as billing companies refusing to backdate bills or register them under the correct names, due to oversight.
  3. **Support and Guidance:**
     - **Enhanced Support for Overseas Landlords:** Recognising the unique challenges faced by overseas landlords, we offer tailored guidance and support to ensure they are fully informed and compliant with local practices. This support aims

to prevent issues related to delayed handling of bills and miscommunication.

4. **Responsibility and Accountability:**
   - **Landlord Engagement:** We encourage overseas landlords to engage actively with us and with their tenants to ensure all parties are clear about their responsibilities. This active engagement helps in avoiding misunderstandings and in the fair assessment of charges, ultimately ensuring that properties are managed efficiently and effectively.

**Landlord Responsibilities and Limitations:**

- **Understanding Our Role and Your Responsibilities:** While Harvey W James strives to offer comprehensive management services, it's important to recognise the limitations of our responsibilities, especially regarding communal billing systems. Our role primarily involves notifying utility companies of tenant changes. Effective management of these notifications can be hindered if we are not provided with the managing agent's details or authorised to communicate with them. If you wish for us to handle communications on your behalf, please provide email authorisation to the managing agent, enabling us to act effectively. Note that this process requires manual intervention, and any additional support needed will be charged at £18.00 per hour, inclusive of VAT.
- **Proactive Engagement and Financial Risks:** The design of communal systems often comes with inherent financial risks that are beyond our control. As the landlord, it's crucial to understand that the management agent or the building's policies may inherently pose risks. Engaging proactively with your management company is essential to discuss and potentially rectify policies that may unfavourably impact you.
- **Addressing Penalties and Non-payment:** In instances where penalties arise or a tenant leaves without settling their communal service charges, the onus is on you to directly tackle these issues with the property's management company. The challenges presented by communal billing are frequently shaped by these management policies, which may disadvantage landlords.
- **Conclusion and Call to Action:** While we offer support services at £18.00 per hour inclusive of VAT to help mitigate risks associated with communal billing systems, the primary responsibility for managing and preventing financial losses rests with you. Engaging with service providers and actively managing these relationships are key steps in protecting your financial interests. We hope this guidance clarifies your responsibilities and aids in our continued collaboration.

Should you have any questions or require further assistance, please feel free to reach out to us at +44 (0)20 3865 1500 or via email at landlord@harveywjames.com. We are here to help.

### 64.2 Management of Ground Rent and Service Charges

This guide details the specific services Harvey W James offers in the management of service charges and ground rent, highlighting our role and the responsibilities that you, as a landlord, hold.

**What's Included:**

Our standard property management services do not extend to the direct management of ground rent and service charges. These financial responsibilities typically necessitate direct engagement between you, the landlord, and your management company. Should we receive any bills related to service charges and ground rent, we promptly redirect them to you for payment, ensuring you maintain complete control over these essential financial obligations.

**When Additional Support Is Provided:**

Upon your instruction, we can use the tenant's rent to cover service charges and ground rent. Please remember that in doing so, we are merely facilitating these payments on your behalf and not managing the accounts directly. This facilitation is a service we extend under specific instructions and is not part of our standard management duties. It is important to note that while we can assist in this process, the responsibility for any late fees resulting from missed payments rests with the landlord. We recommend setting up automated payment methods like standing orders or direct debits to prevent such issues arising.

- **Coordination Service**: Our coordination service, priced at £18.00 per hour inclusive of VAT, is designed to assist you when you require us to handle matters related to service charges, ground rent, or any issues with your management company. This service ensures that we effectively oversee the billing and payment processes. We engage directly with your management company to ensure all charges are billed correctly and that payments are made in a timely manner. We address any discrepancies or concerns by facilitating communication between you and the management company, ensuring your interests are represented.
- **Direct Assistance**: We can handle direct payments from the rental income, with the first service free and subsequent transactions at £10.00 each inclusive of VAT. This fee covers the administrative effort involved in managing these payments on your behalf.
- **Regular Updates:** For ongoing issues, such as those requiring registration on management portals, we will provide updates on our progress at least once a week, or more frequently (every 1-3 days) in urgent situations. This structured communication is designed to keep you informed and to maintain transparency throughout the resolution process.
- **Professional Conduct:** We deeply value timely and accurate communication and understand its significance in managing your property efficiently. It is important to us that our interactions remain constructive and professional. We are committed to addressing your concerns with the utmost diligence and efficiency. To ensure a productive relationship, we encourage an atmosphere of mutual respect and professionalism in all our communications. We believe that a collaborative approach helps us serve you better and fosters a positive working environment. Should issues arise, we are committed to resolving them thoughtfully and respectfully, ensuring that both parties feel supported and valued throughout our partnership.
- **Understanding Our Role and Your Responsibilities:** Our effectiveness in coordinating services can be constrained if we lack contact details for the managing agent or if we aren't authorised to communicate with them. Should you require our assistance in identifying and obtaining contact details for the managing agent before providing email authorisation, we offer

investigative services at a rate of £18.00 per hour inclusive of VAT. This service includes researching and reporting back with all necessary details to facilitate effective communication and management of service charges or ground rent issues.

Once the managing agent's details are confirmed, and if you would like us to handle communications on your behalf, an email authorisation for the managing agent will be necessary. This authorisation enables us to proactively address any issues related to service charges or ground rent as they arise. Please be aware that this step is only required if you need us to act on your behalf. Also, note that any manual intervention needed in these processes, including the initial investigation and subsequent communications, will incur a charge of £18.00 per hour, inclusive of VAT.

- **Landlord's Role:** We encourage landlords to handle these tasks themselves to save on additional costs. Understanding how management agents arrive at service charges and ground rent is important for landlords to analyse their investments. Our function is limited, and we do not evaluate the fairness of the service charges for the development. This responsibility remains with the landlord.

**Conclusion:** Understanding the distinctions between standard property management services and additional services is crucial for effective property management. By choosing our additional services, you can ensure that all aspects of your property management are handled professionally, albeit at an additional cost.

### 64.3 Explanation of Additional Charges

At Harvey W James, our primary commitment is to offer transparent and effective property management services. We understand that our additional charges for managing complex billing issues with communal systems and other utilities may prompt questions, particularly regarding why these costs are not included in our standard management fee of 10%. Here are the key reasons for our approach:

1. **Selective Necessity:** Experience shows that only a minority of landlords require intensive support with management companies or communal billing issues. Most landlords in the UK prefer to handle these matters independently. Our service model is designed to cater flexibly to all our clients' preferences, ensuring that only those who need these specialised services pay for them.
2. **Client-Driven Decision:** We actively engaged with our landlords to determine their preferences regarding the inclusion of these services in our management fee. The feedback was clear: most landlords preferred to maintain a lower management fee of 10% and handle these responsibilities themselves. They valued having the option to engage our services at a specific rate when needed, rather than a blanket increase in management fees.
3. **Cost Transparency and Fairness:** The additional charges of £18.00 per hour and £10.00 for specific transactions are not profit centres for Harvey W James; rather, they cover the direct costs of dedicated staff who handle these complex and time-consuming tasks. This pricing structure ensures landlords are not subsidising services they do not use.
4. **Dedicated Service:** When issues arise, particularly with communal billing or unfair policies set by management agents, resolving them can require significant dedicated effort. Our team provides focused, back-and-forth negotiation and administration, which can quickly become overwhelming for a landlord to manage alone. Charging for this service allows us to assign dedicated personnel who are compensated for their expertise and time, enhancing satisfaction and efficiency.
5. **Efficiency and Professionalism**: By charging for these services, we ensure that our staff are motivated and recognised for their specialist work. This setup prevents tasks from being overlooked or delayed, fostering a proactive and professional approach to issue resolution. It also allows for more precise tracking of time spent, ensuring fair billing and efficient use of resources.
6. **Enhancing Landlord Satisfaction:** This model allows us to offer a personalised service where landlords feel their concerns are promptly and effectively addressed without the frustration of delays or negligence. It also creates a frictionless experience where dedicated staff members handle issues end-to-end, making the management process smoother and more reassuring for the landlord.

**Conclusion:** These charges are not designed to increase the profits of Harvey W James but to enhance the value and effectiveness of the services we provide to those landlords who encounter complex management scenarios. This approach reflects our commitment to transparency, efficiency, and client satisfaction, ensuring that we align our operations with the needs and preferences of our landlords while maintaining the highest standards of property management.

### 64.4 Meter Readings

While Harvey W James commits to diligently liaising with utility suppliers and ensuring that accurate meter readings are provided, it's important to note that the responsibility for tracking and documenting these readings primarily rests with the inventory company. In instances where meter readings have not been recorded or are unavailable, Harvey W James shall not be held liable for any costs associated with unrecorded utility consumption during that period. However, upon noticing any discrepancies or missed recordings, we will make every effort to obtain the correct meter readings and promptly update either the landlord or the utility supplier, as necessary. Landlords are encouraged to ensure that meter readings are consistently and accurately documented to prevent any discrepancies or unforeseen costs. While we strive to facilitate a smooth process, our responsibility is limited to the provision of available recorded data and our proactive efforts to rectify any omissions.

### 64.5 Reading Your Meter: Why and How

- **Regular Reading:** Helps in avoiding estimated bills, paying only for actual energy usage.
- **Difficulty Reading:** If health conditions make it hard, contact the supplier for assistance.
- **Guidance:** Step-by-step guide available at Citizens Advice Bureau for reading gas and electric meters.

### 64.6 Smart Meters: Technology and Benefits

- **Usage:** Can be used in prepayment or credit mode.
- **Functionality:** Records energy use, and sends information to the utility company, eliminating estimated bills.
- **In-Home Display Unit:** Allows customers to track energy usage and costs.

- **More Info:** Visit Smart GB's website for details on the UK roll-out.

### 64.7 Switching Energy Suppliers: Considerations and Savings [UTIL-002-A] [TENANT][STAFF]

- **Savings:** This can lead to significant savings depending on the tariff and payment method.
- **Charges:** Possible charges if switching before the current contract ends.
- **Comparison Sites:** Various Ofgem-approved sites can help in selecting a new supplier/tariff.

### 64.8 Moving Home and Setting Up a New Account: Steps and Tips

- **On Moving In:** Read meters and register with current suppliers to avoid previous occupant's debts.
- **Switching or Staying:** Options to stay with the current supplier or switch; look for cheaper tariffs.
- **Regular Meter Readings:** Ensures avoidance of estimated bills and tracking of energy usage.

### 64.9 Understanding Utility Responsibilities and Communal Heating Systems in Your Property

**Who is Responsible for Notifying the Supplier?**

- **Heat / Cooling Supply Meters:** Traditionally, these replace your gas supply. Please refer to the inventory report for more detailed information.
- **Free Utility Notification Service from Goodlord Switch:** A convenient service for handling standard utility notifications.
- **Utilities You May Be Responsible For:**
  - Gas / Oil
  - Electric
  - Water / Heat
  - Council Tax
  - Internet

**Bill Payer Responsibilities:** If tenants are responsible for paying any of the above utility bills, they will need to notify providers of move-in dates and meter readings. This can be done over the phone, online, through written communications or via Goodlord Switch. Tenants will not be responsible for any previous charges or arrears.

**What is Communal / District Heating?**

- **Overview:** A growing number of UK households, particularly new-build flats, are connected to district heat networks. The government predicts this may rise.
- **How It Works:** Instead of individual gas boilers, a communal heating system uses a centralised boiler room to provide heat to the whole development. This is more energy efficient.
- **Benefits of Your Apartment**: Your apartment may benefit from centralised chilling as well as centralised heating, providing cool air during the summer months.
- **Tenant Responsibilities**: The tenant is responsible for all metered consumption charges/billing (e.g., heat, hot water, chill, cold water, and sewerage charges). These charges are billed separately by the supplier.
- **Goodlord Switch Limitations:** This service is unavailable for centralised communal systems. All metering & billing must be switched manually by the tenant.

**Note:** The above information is provided for guidance purposes only. The tenant is responsible for checking what supply meters are installed in each property/development and how billing is charged. Please speak to building management if you have any further queries.

### 64.10 Prepayment Meters in Modern City Developments [UTIL-002-B] [TENANT][STAFF]

In many new build developments in the city, prepayment meters for electricity, gas, hot water, heating, and cooling are becoming increasingly common. These meters can be topped up in various ways, and in some developments, the process might be different from traditional methods.

Here's what you need to know:

- **Traditional vs. Online Top-Up:** While some prepayment meters can be topped up at a Post Office or shops with Payzone or PayPoint, others, especially in modern city developments, must be topped up online. This may include payments for hot water, heat, and cooling.
- **Concierge Assistance:** In certain developments, the concierge may provide guidance on how to top up your meter online. Don't hesitate to ask them for assistance if you're new to this process.
- **Avoid Previous Debts**: Ensure that you're not inheriting the previous tenant's or landlord's debts. Clarify how the payment process works if the landlord sells cards or keys.
- **Contact Your Supplier:** It's essential to contact the energy supplier when you move in, update your details, and make sure you're on the correct rate.
- **Strict Rules for Landlords:** Landlords selling encrypted cards for top-up must follow strict guidelines and cannot profit from the sale.
- **Agency Role:** Harvey W James does not handle card/key arrangements, so tenants must coordinate directly with the energy supplier.

**Tip for Tenants:**
Contact the energy supplier a few days before check-in to register your details and request a new card/key if needed. If the process is unfamiliar, or if your agent wasn't aware, the concierge or the meter on-site might provide the necessary information.

The increasing trend towards these meters in new city developments reflects changing dynamics in utility management, and understanding these nuances is key to a smooth rental experience.

### 64.11 Utility Management in New Build Properties

As specialists in new build rentals, Harvey W James aims to simplify the landlord-tenant relationship by providing a clear guideline for managing utilities, particularly in relation to Clause 61.8 - Prepayment Meters in Modern City Developments.

**Tenant Responsibility:**

1. **Immediate Action Required:** Upon check-in, contact the energy supplier to register your details and request a new card/key (if applicable). Failure to promptly change the billing into your name will result in a delay in the release of your deposit at the end of the tenancy.
2. **Ongoing Monitoring:** If the bill remains in the landlord's name but you are liable for the charges, ensure that you actively participate in making timely payments throughout your tenancy.
3. **Prior to Checkout Stage:** At this point, we also request confirmation that the utility account is updated (in the tenant's name) or settled (in the landlord's name), aligning with our focus on prompt returns of deposits.

**Agency Stipulations:**

1. **Deposit Release:** Harvey W James cannot release any part of the deposit until we have verified the exact amount to be claimed for utilities. This can take up to 6 weeks or longer, owing to supplier-side CRM calibrations.
2. **Tenant Cooperation:** Tenants failing to manage this efficiently often find themselves frustrated at the end of their tenancy. We have repeatedly emphasised this issue and urge you to act responsibly to avoid complications.
3. **Data Protection Laws:** Due to legal constraints, energy suppliers typically interact only with the account holder. Landlords can permit us to engage in these discussions, but the account cannot be transferred to us.
4. **Limited Claim Opportunity:** Deposit providers allow us only one chance to make a claim against the deposit. Therefore, accurate accounting is crucial, and we cannot rely on estimations.

**Note for Tenants**: This is a courtesy reminder at the beginning of your tenancy. Not adhering to these terms will result in delays in the return of your deposit, and we disclaim any responsibility for such delays.

### 64.12 Switching with a Prepayment Meter

1. **Eligibility to Switch:**
   - You can switch if your debt is less than £500 for both gas and electricity.
2. **Finding the Best Supplier:**
   - Use an Ofgem Confidence Code impartial comparison site to find the cheapest supplier for your meter type.
   - The energy supplier comparison will also show savings through alternative payment methods.
3. **Managing Prepayment Meters:**
   - Regularly top up to avoid relying on emergency credit.
   - Utilise summer months for extra credit to spread winter costs.
   - If moving into a new home, ensure there's no previous debt on the meter.
   - Familiarise yourself with meter display screens for understanding credit, standing charges, and more.
4. **Changing Payment Method:**
   - Contact your supplier if you want to switch to a different payment method.
   - Some may change your meter for free, others might charge.
   - Switching to a credit meter often requires a credit check and possibly a security deposit.

5. **Smart Meters - A Modern Solution:**
   - Smart meters replace existing meters and can be set to prepayment or credit mode remotely.
   - They eliminate estimated bills by providing real-time readings.
   - They reduce costs to install/remove meters.
   - More details can be found in the Government's Smart Meter guide.

Understanding these options and following the best practices for managing prepayment meters can lead to significant savings, better control over your energy consumption, and overall alignment with energy-efficient living.

### 65 Utility Management Service for managed properties [UTIL-003] [TENANT][LANDLORD][STAFF]

### 65.X Goodlord Bills Included — bundled utility option [UTIL-003-A] [TENANT][LANDLORD]

**What it is.** Bills Included is a Goodlord-operated, optional add-on available at the point of tenancy creation. When the tenant selects Bills Included, Goodlord coordinates the change-of-occupancy admin for council tax, water, and energy, and offers a bundled broadband package. The tenant pays a single monthly figure that covers rent + the bundled bills; Goodlord settles the underlying suppliers. Bills Included is purely optional; tenants who do not select it manage their utilities directly per Section 63 [UTIL-001].

**How it works.** Bills Included is offered to all tenants of managed properties at the offer stage. The tenant accepts or declines on the Goodlord platform before signing the tenancy. Once accepted, the bundled monthly figure replaces separate utility billing for the duration of the tenancy. Tenant-elected service; not a Harvey W James service. Pricing is set by Goodlord and the underlying suppliers and may change; see goodlord.co/bills-included for current pricing.

**Tenant responsibility.** Tenants who select Bills Included still bear ultimate responsibility for ensuring registered occupancy with the local authority for council tax purposes (typically handled by Goodlord on the tenant's behalf, but the legal liability rests with the tenant under the Local Government Finance Act 1992). Where a tenant ends the tenancy mid-month, Goodlord pro-rates the bundled bills as part of the close-out reconciliation.

At Harvey W James, we understand the importance of choice in making your house a home. In recognition of this, we offer you the option to manage your utilities in a way that suits you best. While we have a strategic partnership with Goodlord, providing a utility switching service to assist in setting up utilities in your new home, this service is entirely optional.

### 65.1 Our Approach to Utility Management

**Why Goodlord?** In a landscape where managing utilities can be complex and time-consuming, Goodlord emerges as a beacon of efficiency. Our alliance with Goodlord isn't about limiting options but about offering a simplified, reliable solution.

### 65.2 Navigating Communal Heating: Challenges and Solutions

Here's a closer look at the communal heating landscape and how we're making it more manageable and beneficial for our tenants.

**Understanding Communal Heating Challenges**

1. **Complexity of Billing:** Communal heating systems, while efficient, often lead to complex billing scenarios where tenants are billed for shared usage rather than individual consumption. This can make it difficult to understand and predict monthly expenses.
2. **Lack of Control:** Tenants typically have limited control over the heating source and its operation, which can lead to concerns about overuse or inefficiency, impacting costs and personal comfort.
3. **Fixed Suppliers:** Unlike individual heating systems, communal setups usually have fixed energy suppliers, limiting tenants' ability to switch providers in search of better rates.
4. **Transparency and Accountability:** Ensuring accurate metering and billing in communal systems is

challenging, leading to potential disputes over usage and costs.

5. **Administrative Burden:** Managing payments and disputes can be cumbersome, involving significant time and effort from both tenants and management.

### 65.3 Traditional Utility Management Process

Tenants should understand that while Harvey W James can facilitate the provision of tenant details to most utility providers and local authorities, the relationship and responsibility for utility and council tax accounts rest solely with the tenant. Generally, proof of account settlement is not required from us to release the deposit. However, in modern residential blocks, leaseholders often bear the automatic liability for communal utilities, as these entities typically do not pursue the leaseholder's tenants for payment.

This situation necessitates a more meticulous process, wherein we must request proof of payment to protect the interests of all parties involved. Failure to provide such proof can lead to complications with the return of your deposit, as outstanding utility charges may be transferred to the leaseholder and consequently could be claimed against the tenant's deposit.

- **Bill Transfer Requirement and Evidence:** Prior to the return of the deposit or the closure of a No Deposit Membership, the tenant must provide proof that all relevant utility bills have been transferred into their name. Acceptable evidence includes a screenshot of an account statement showing the address, account number, and a recent bill date, which should be emailed to property@harveywjames.com.
- **Statement Criteria:** The provided utility account statement must contain the tenant's name, a date within the last three months, and the property address, confirming active utility accounts during the tenancy period.
- **Goals and Implications:** The goal is to ensure that utility accounts were appropriately managed under the tenant's tenure. Failure to establish such proof may result in the landlord becoming liable for unsettled payments, as dictated by the lease terms.
- **Utility Bills in the Landlord's Name:** In instances where utility bills are required to be in the landlord's name, it becomes imperative to accurately track usage during the tenant's occupancy period. The tenant is responsible for providing regular meter readings to ensure that billing reflects correct usage. Payments for these utilities must be made directly to the landlord, not the utility company, to correspond with the consumption period of the tenant.
- **Responsibility for Accurate Payment Transfer:** Tenants are obliged to facilitate the manual collection of meter readings and the subsequent transfer of utility payments for the duration of their tenancy. This ensures that landlords receive accurate compensation for utility usage tied specifically to the tenant's occupancy.
- **Proactive Measures to Prevent Deposit Delays:** To avoid delays in the deposit return process, tenants must be proactive in supplying all necessary evidence of utility payments. This includes providing receipts, bank statements, or transaction confirmations that verify direct payments to the landlord.
- **Evidence of Accurate Utility Payments:** Upon tenancy termination, tenants must present all supporting evidence of payments made for utilities in the landlord's name. This documentation is crucial in validating that the landlord has been compensated accurately for the tenant's utility consumption.

Whether you opt for the Goodlord service or manage utilities independently, we're here to assist and ensure a seamless transition into your new home.

### 66 Overseas Landlords [OVERSEAS-001] [LANDLORD][STAFF]

- **Tax Registration:** If you live outside the UK for over six months or 183 days or more in any tax year, and earn rental income in the UK, you must register with HMRC, regardless of your citizenship.
- **Non-Resident Landlord Scheme (NRLS):** If you live overseas but receive income from letting a property in the UK, this income is taxable in the UK. HMRC collects the tax on the rental income before it is paid to the overseas landlord through the NRL scheme. This makes UK letting agents or tenants responsible for withholding tax on rental income.
- **No Threshold:** Letting agents must withhold tax on all rents for a non-resident landlord. Even a friend or relative collecting rent will be considered a letting agent.
- **Avoiding Tax Deduction:** To prevent automatic deduction by Harvey W James, you must apply to HMRC. Each landlord must hold an approval number, issued by HMRC to Harvey W James. It is your responsibility to inform them of our name and address. We cannot accept an approval number unless addressed to us.
- **Deduction Obligations:** Until the approval number is received, Harvey W James is legally obliged to deduct 20% tax from your rental income and forward it to Inland Revenue quarterly.
- **Administration Charge:** If tax is deducted due to lack of an Approval Number or non-acceptance into the NRL Scheme, Harvey W James will charge £125 Inc VAT for preparing the quarterly return and forwarding monies to Inland Revenue.
- **No Exemptions:** No person is exempt from this scheme.
- **Misconception Regarding Taxation:** Some believe that UK tax isn't due on their UK rental income as they will be taxed in their home country. This is incorrect; the UK has the first right to tax income from UK-situated real estates, even if it's also subject to tax elsewhere.

### 66.1 Landlord tax return service

- Harvey W James work with a handful of professional accounting companies across London to provide the calculation of your tax liability for your residential lettings income and submit the necessary return to HMRC, at a cost to you.
- Accountants can also help landlords bring their tax affairs up to date and get them back on track by submitting all missing tax returns & paying any outstanding liability.

## Part 9 — Ending the Tenancy

67 Notices to End the Tenancy [ENDING-001] [ALL]

- **Tenancy Types:** This applies to tenants of an assured periodic tenancy under the Renters' Rights Act 2025.
- **Legal Requirements:** From 1 May 2026 the Renters' Rights Act 2025 sets a single statutory tenant notice period of 2 months for assured periodic tenancies. Fixed-term assured tenancies and break-clause mechanics no longer apply.
- **Notice Duration:** A tenant's notice must be at least 2 months. Notice can be served on any day; it must end on a day on which rent is due (or the day before).
- **End Dates:** The notice must end on a day on which rent is due, or the day before.
- **Example:** If rent is due on the 4th of each month, the tenant's 2 months' notice can validly end on either the 3rd or 4th of the month. The 2-month period is calculated backwards from the chosen end date.

Under the Renters' Rights Act 2025, fixed-term assured tenancies have been abolished since 1 May 2026 and break clauses are therefore obsolete. Tenants of assured periodic tenancies have a statutory right to end the tenancy at any time by giving 2 months' written notice (Protection from Eviction Act 1977 s.5(1ZA)(a), inserted by Renters' Rights Act 2025 s.20). Landlords cannot end the tenancy without statutory grounds and must use Section 8. The break-clause text below is retained for historical reference only, for any pre-RRA tenancy that contains one.

Legacy break-clause rule (pre-1-May-2026 fixed-term tenancies only): Under the previous Assured Shorthold Tenancy regime, a landlord did not have a guaranteed right to possession with a break clause during the first 6 months of the tenancy (the break clause could only be enforced after 6 months). This rule is no longer relevant for tenancies granted on or after 1 May 2026 — Assured Periodic Tenancies have no fixed term and no break clause; the landlord seeks possession only via Section 8 grounds, and the tenant gives notice via the statutory 2-month route.

**Notice Guide:**

- For tenancies that began before 1 May 2026 and contained a fixed term with a break clause, the original notice clause continues to apply for that legacy tenancy.
- For tenancies that began before 1 May 2026 with a fixed term and no break clause, the original term continues to bind that legacy tenancy until the fixed term expires (at which point it converts to an assured periodic tenancy).
- If you are a lodger living in the landlord's own home, you and the landlord can agree when you will leave; the assured tenancy notice rules do not apply to lodger licences.
- For an assured periodic tenancy that began on or after 1 May 2026, you must serve at least 2 months' written notice (under Protection from Eviction Act 1977 s.5(1ZA)(a) (inserted by Renters' Rights Act 2025 s.20)). The notice must end on a day on which rent is due, or the day before.

***67.1–67.4 (legacy break-clause material — Pre-RRA Archive).*** *The four sub-sections that explained the historical break-clause framing (Why the Break Clause was used; Break Clause Wording; Fee Structure with break-clause framing; Refund mechanic on break-clause activation) have been moved to Appendix A — Pre-RRA Archive at the end of this document. They are retained for reference for any tenancy that began before 1 May 2026 and remains in fixed term. Since 1 May 2026 every assured tenancy in England has been periodic from inception under the Renters' Rights Act 2025 and break clauses no longer apply to assured tenancies. The post-RRA position on tenant-initiated end of tenancy is in Section 68 (Ending Your Tenancy [ENDING-002]); the post-RRA position on landlord-initiated possession is in Section 69 (Section 8 Grounds for Possession [POSSESSION-001]).*

### 67.5 Eviction Scenario and Its Effect on Fees (Live — covers landlord exposure to fees during a Section 8 possession claim) [ENDING-001-A] [LANDLORD][STAFF]

**Management Fee Structure During Eviction**

While we understand that eviction situations are unfortunate, our fee follows the rent. No management fee is charged for a month in which no rent is received, including while arrears are being recovered or possession proceedings are running. Where arrears are later recovered, the 10% (Inc VAT) applies to the sums actually received, in the month they are received. Pursuing the arrears, serving the notices and preparing the case are inside the 10% and are not charged separately (court hearing attendance remains an itemised extra — see Section 9 [FEES-002]).

- **Service Suspension: where an itemised invoice for extra services (Section 9 [FEES-002]) is overdue and there is no float money to cover it, our services may be suspended until payment is received. No management fee is ever invoiced for a month in which no rent was received.**

**Additional Costs During Eviction**

- **Witnessing in Court**: £120
- **Making a Claim via Deposit Scheme**: £54
- **Property Visits:** £39
- **Extra Work by Staff**: Hourly rates start at £18 for the first hour and £9 for each half-hour thereafter.

### 67.6 Eviction-Related Administrative Tasks (Live)

**Introduction:**

While our 10% annual management fee covers a wide range of standard property management tasks, eviction processes are an exceptional circumstance that demands extra resources and manpower. Eviction-related administrative tasks are time-consuming and complex, involving various stakeholders such as insurance companies, solicitors, and courts.

**Additional Costs:**

1. **Extended Hours**: If more hours are required to manage the eviction process effectively, landlords will be informed. These additional hours are billed at our 'By time' rates of £18 for the first hour and £9 for each half-hour thereafter.
2. **Additional Activities**: These may include, but are not limited to:
   - Liaising with insurance companies and solicitors
   - Providing up-to-date financial statements
   - Completing witness statements
   - Conducting court and bailiff risk assessments
   - Coordinating locksmith services
   - Attending court hearings and bailiff appointments

3. **Signoffs**: Legal work and notices often require multiple signoffs, which is not covered under our regular 10% management fee.

**Why These Costs Are Not Included in the 10% Management Fee:**
We've calculated that eviction cases account for less than 3% of our overall business, making it an infrequent but labour-intensive occurrence. As such, it would be inefficient to bundle these specialised services into our standard management fee. This approach allows us to maintain our commitment to a streamlined, high-value service for the vast majority of our clients who do not require eviction services.

By understanding these exceptions and additional fees, we aim to provide you with complete transparency, maintaining the highest standards of efficiency in managing your property. This allows you to make informed decisions and sets clear expectations for both parties.

67.7 Eviction Procedures [ENDING-001-B] [LANDLORD][STAFF]

See Section 70.2 [POSSESSION-002-B] (Eviction Procedures — managed properties) for the live process. Section 21 abolished by Renters' Rights Act 2025 since 1 May 2026; possession is now sought solely via Section 8 grounds (Schedule 2 of the Housing Act 1988 as amended).

## 68 Ending your Tenancy [ENDING-002] [TENANT]

### 68.0 Tenant 2-month notice rights under the periodic mandate [ENDING-003] [TENANT]

**Your statutory right.** Since 1 May 2026, every assured tenancy in England has been a periodic tenancy by operation of section 4A of the Housing Act 1988 (inserted by section 1 of the Renters' Rights Act 2025). As a tenant of an assured periodic tenancy, you have a statutory right to end the tenancy at any time by giving 2 months' written notice to the landlord. You do not need a break clause and you cannot be required to pay rent for any "fixed term" beyond your statutory notice period. The notice must end on a day on which rent is due, or the day before. The notice period runs from the day the landlord receives the notice in writing.

**How to serve notice.** Notice must be in writing. The notice should include the property address, the date of the notice, the proposed end date (which must be at least 2 months from the landlord's receipt of the notice and must align with a rent-due date), and the tenant's signature. Notice can be served by email if the landlord has previously agreed to electronic service, by post to the landlord's address for service in the tenancy agreement, or by hand-delivery against signed receipt. Where Harvey W James is the managing agent, notice can be served on us as agents for the landlord; we will pass it on and confirm receipt. Notice cannot be revoked unilaterally by the tenant once served, but the tenant and landlord may agree by mutual consent to withdraw or extend the notice.

**What happens after notice.** Once notice is served, Harvey W James will (i) acknowledge receipt within 2 working days, (ii) confirm the agreed end date and check-out arrangements, (iii) arrange for the inventory check-out and deposit return process (Section 72 [DEPOSIT-002]), and (iv) close the tenancy on the agreed date. The tenant remains liable for rent and tenancy obligations up to the end date. Voluntary upfront prepayment refunds are handled per Section 23.4 [RENTADV-002] (refund is the landlord's obligation, not Harvey W James').

**Leaving before your notice ends.** A tenant who moves out before their notice ends still owes rent to the end of the notice period; any rent unpaid by the end of the tenancy is claimed from the deposit (deducted if the tenant agrees, otherwise decided by the deposit scheme's free dispute service); any balance above the deposit is still owed. Rent stops sooner only if the landlord agrees an earlier end date in writing, or a replacement tenant's tenancy starts through the Assisted Tenancy Replacement Process after referencing. There is no early-termination or re-letting fee; the only other costs are any the tenant agrees in writing beforehand.

You need to let your landlord know in advance if you want to end your tenancy - this is called giving notice.

You have to give notice in the correct way - if you don't, you might have to pay rent even after you've moved out. You might also have to pay other bills - for example, council tax.

When and how much notice you give will depend on the type of tenancy you have and what your tenancy agreement says.

If you can't give the right amount of notice you might be able to agree with your landlord to end your tenancy early. This is called 'surrendering your tenancy'.

Since 1 May 2026, every assured tenancy is periodic by statute. There are two routes for a tenant to end the tenancy: (a) the STATUTORY route — serve at least 2 months' written notice (free, no agent involvement, notice ends on a day on which rent is due or the day before); or (b) the OPTIONAL Assisted Replacement route — ask Harvey W James to find a replacement tenant so the landlord avoids the 2-month void (no fee; see Sections 68.1–68.8). Both routes are described below.

Since 1 May 2026, the Renters' Rights Act 2025 sets a single statutory tenant notice period of 2 months for assured periodic tenancies. The notice must be in writing and must end on a day on which rent is due, or the day before. Common-law notice rules and break-clause notice rules no longer apply to assured tenancies.

The minimum tenant notice is 2 months. Notice can be served on any day; it must end on a day on which rent is due (or the day before).

The notice must end on a day on which rent is due (or the day before that day).

Example: If rent is due on the 4th of each month:

- Notice can validly end on the 3rd of the month (the day before rent is due)
- Or notice can end on the 4th of the month (the day rent is due)

Either of those end-dates is valid. The 2-month notice period is calculated backwards from the chosen end-date.

### 68.1 Assisted Tenancy Replacement Process for Managed Properties (Optional — Faster than 2 Months' Notice) [ENDING-002-A] [TENANT][STAFF]

There are so many reasons why people need to vacate. Whatever the reason for leaving your existing premises, it pays to know what your rights and obligations are before you cease to occupy or sign up for alternative premises.

- **Statutory 2-month notice: As a tenant of an Assured Periodic Tenancy under the Renters' Rights Act 2025, you have an automatic right to give 2 months' written notice at any time — this is free, requires no agent involvement, and the tenancy ends at the end of the notice period (notice must end on a day rent is due, or the day before). See Section 68.0.**
- **Negotiate*:** Your landlord agrees to end the tenancy early

Every tenant of an assured periodic tenancy has a statutory right to end the tenancy at any time by serving 2 months' written notice (see Section 68 opening paragraphs). That route is free, requires no agent involvement, and the tenant's liability for rent ends at the notice expiry date. This Section 68.1 describes an OPTIONAL alternative: where the tenant wants to leave faster than the 2 months' statutory notice would allow, Harvey W James offers an Assisted Tenancy Replacement Process. There is no early-termination or re-letting fee to the tenant; the only costs are any the tenant agrees in writing beforehand, and the tenant's rent stops on the earliest of: the end date of any notice the tenant has served; an earlier end date the landlord agrees in writing; or the date the replacement tenant's tenancy starts. Rent never runs past the end of a notice the tenant has served. The assisted process is voluntary; the tenant can always elect the statutory 2 months' notice route instead.

**Leaving before your notice ends.** A tenant who moves out before their notice ends still owes rent to the end of the notice period; any rent unpaid by the end of the tenancy is claimed from the deposit (deducted if the tenant agrees, otherwise decided by the deposit scheme's free dispute service); any balance above the deposit is still owed. Rent stops sooner only if the landlord agrees an earlier end date in writing, or a replacement tenant's tenancy starts through the Assisted Tenancy Replacement Process after referencing. There is no early-termination or re-letting fee; the only other costs are any the tenant agrees in writing beforehand.

Please note that the landlord is not under any obligation to agree to end the tenancy agreement early with the tenant regardless of the tenant's personal circumstances.

**68.2 Re-Letting Fees and Early Termination Process [ENDING-002-D] [TENANT][LANDLORD][STAFF]**

**Statutory baseline. Since 1 May 2026, every tenant of an assured periodic tenancy has the statutory right under Protection from Eviction Act 1977 s.5(1ZA)(a) (inserted by Renters' Rights Act 2025 s.20) to end the tenancy at any time by serving 2 months' written notice. The tenant cannot be charged a fee for exercising this right.**

**Landlord-side mechanic. Where a tenant gives 2 months' notice and vacates, Harvey W James will: (i) acknowledge the notice and confirm the vacate date; (ii) prepare the property for re-letting; (iii) market the property and find a new tenant. Nothing is charged to the landlord for any of it, and nothing is charged for the void. The standard 10% per month resumes from the new tenant's move-in date.**

**Leaving before your notice ends. A tenant who moves out before their notice ends still owes rent to the end of the notice period; any rent unpaid by the end of the tenancy is claimed from the deposit (deducted if the tenant agrees, otherwise decided by the deposit scheme's free dispute service); any balance above the deposit is still owed. Rent stops sooner only if the landlord agrees an earlier end date in writing, or a replacement tenant's tenancy starts through the Assisted Tenancy Replacement Process after referencing. There is no early-termination or re-letting fee; the only other costs are any the tenant agrees in writing beforehand.**

**Optional assisted-replacement process. A tenant who wishes to proactively find their own replacement (to shorten the void period or maintain a relationship with the landlord) may use the assisted-replacement process set out in Section 68.1 [ENDING-002-A]. That process is optional and offered as a goodwill service. Neither side is charged for Harvey W James's re-letting work — there is no re-letting fee to the tenant and no catch-up to the landlord — but the tenant may agree in writing to pay costs directly attributable to the early exit, which the Tenant Fees Act 2019 (Schedule 1 paragraph 7) caps at the landlord's loss or our reasonable costs. The terms of any such cost-sharing must be agreed in writing with the tenant and Harvey W James before the assisted-replacement process commences.**

**What this means for landlords. Neither the tenant nor the landlord pays a re-letting fee. The tenant cannot lawfully be charged for exercising a statutory right, and Harvey W James absorbs the letting work rather than passing it to the landlord as a balancing charge. There is no early-exit catch-up in this agreement.**

Re-letting work is built into the next 12-month cycle's 10% — see Section 9 [FEES-002]

When a tenancy ends within the first 12 months and a new tenant is found, the new tenancy starts a fresh 10% rolling cycle from the new tenant's move-in date.

There is no outstanding balance to settle at the new tenant's move-in. The previous cycle is closed by the months that were paid; the new tenancy simply starts a fresh 10% per month from move-in, per Section 9 [FEES-002].

**68.3 Harvey W James' Managed Tenant Replacement Process [ENDING-002-B] [TENANT][STAFF]**

**If a tenant proactively wishes to assist Harvey W James in finding a replacement tenant (rather than simply serving 2 months' statutory notice and ending the tenancy outright), the following operational conditions apply. This is an optional goodwill process — the tenant is not required to use it, is not charged a re-letting fee, and is not required to pay an 'early termination fee' for using it. Where the tenant's logistics of leaving early generate specific identifiable operational costs (capped by the Tenant Fees Act 2019, Schedule 1 paragraph 7, at the landlord's loss or our reasonable costs), those costs may be agreed in writing between the tenant and Harvey W James BEFORE the assisted-replacement process commences. Nothing is charged to the landlord in connection with the early exit or the re-let (Section 9 [FEES-002]).**

**Operational steps. Once the assisted-replacement process is agreed in writing, the property will be advertised. The current tenant may refer potential replacement tenants to Harvey W James, but no exclusivity will be given; the landlord retains discretion**

**to refuse any proposed tenant who does not meet the landlord's screening criteria. A new inventory and check-in condition report is conducted for the replacement tenant. The current tenant remains responsible for any check-out condition obligations under the current tenancy.**

**Continuation of statutory right. The tenant always retains the statutory right to end the tenancy by serving 2 months' written notice (Protection from Eviction Act 1977 s.5(1ZA)(a), inserted by Renters' Rights Act 2025 s.20), regardless of whether they use the assisted-replacement process. If the assisted-replacement process does not result in a successful replacement within the agreed period, the tenant may revert to the statutory route at no charge.**

**Tenant withdrawal from the assisted-replacement process. If the tenant withdraws after a replacement tenant has been agreed and screening has commenced: (i) any agreed-in-writing operational costs that have been incurred by Harvey W James up to the point of withdrawal are invoiced to the tenant per the prior written agreement; (ii) costs incurred by the prospective replacement tenant (referencing fees, holding deposit handling) may be the original tenant's responsibility per the prior written agreement, provided this was disclosed in writing before the assisted-replacement process commenced; (iii) the receipt of a holding deposit from the replacement tenant constitutes proof that an offer was agreed and the assisted-replacement process was underway.**

**68.4 Replacement Tenant Cost Adjustment with Withdrawal Consideration [ENDING-002-E] [TENANT][STAFF]**

**When a tenant chooses to use the optional assisted-replacement process described in Section 68.3, any agreed-in-writing operational costs that arise from the tenant's early-exit logistics are handled as follows. The tenant is not charged a fee for using this optional process — the pre-Renters' Rights Act 2025 framing of a contractual exit charge is no longer applicable. Instead, identifiable operational costs (capped by the Tenant Fees Act 2019, Schedule 1 paragraph 7, at the landlord's loss or our reasonable costs) are agreed in writing BEFORE the assisted-replacement process commences and itemised on an invoice issued within three working days of the tenant signing the checkout document.**

**Tenant withdrawal mid-process. If the tenant withdraws from the assisted-replacement process after a replacement tenant has been agreed and screening has commenced: (i) the tenant is responsible for any reasonable expenses incurred up to that point per the prior written agreement; (ii) the tenant is responsible for reimbursing any costs incurred by the potential replacement tenant per the prior written agreement; (iii) these costs are processed through the tenant's wallet within the Harvey W James client money account, transparently and itemised.**

**Why this framework. The tenant retains their statutory right (free, no fee). Operational costs that are directly attributable to the tenant's specific assisted-replacement logistics are transparent, agreed in writing, and itemised — never bundled as a contractual 'early termination fee'. On the landlord side there is nothing to settle: Section 9 [FEES-002] charges the 10% only for months in which rent is received.**

**68.5 Timing of Replacement Tenant Coordination**

When you, as a tenant, decide to end your tenancy and need a replacement tenant lined up so the landlord avoids a void period, it is important to understand the process and typical timelines involved. This overview aims to guide you through each step, clarify your responsibilities, and set realistic expectations for the timeline of finding a replacement tenant.

1. If a current tenant wishes to terminate their tenancy and seek a replacement tenant (rather than serving statutory 2 months' notice and ending the tenancy outright), they must notify us in writing.
2. Within three working days of notification, we will send the tenant a checkout form. This form provides details of the existing tenancy and explains the early termination process at Harvey W James. It also serves as a formal request for landlord approval to terminate the tenancy early.
3. The tenant must confirm on the checkout form their desire to terminate the lease early. Where the tenant has agreed in writing to pay costs directly attributable to the early exit (Section 68.2), they confirm those on the checkout form. The tenant is not charged a re-letting fee. See Section 68.2 of the Essential Terms & Charges, and acknowledge their understanding of the termination process.
4. After the tenant has signed the checkout document, where any agreed-in-writing operational costs apply, we will issue an itemised invoice for those costs within three working days. No re-letting fee is invoiced to the tenant.
5. Once the checkout form is signed, our letting department will advertise the property, typically within three working days, and we will keep the tenant updated on the progress.
6. After the property is advertised, we will send a viewing rota form to the current tenant to arrange viewings, ensuring that these are conducted with the tenant's permission. The current tenant at this stage is welcome to pass on our company's details to any prospective replacement tenants they know, so we can include their offer in the pool for the landlord's consideration. However, no exclusivity will be given to a tenant identified by the current tenant.
7. We aim to find a replacement tenant within two weeks of advertising, although the process may take up to one month, depending on the offers received. Offers below the current tenant's rent will be rejected. Market fluctuations during certain months might affect the offers.
8. Once a suitable offer is received, it is forwarded to the landlord, who typically responds within one to two working days.
9. Upon acceptance of the offer by the landlord, we will inform the current tenant of the replacement tenant's proposed move-in date. Offers with move-in dates beyond 30 days from viewing are generally rejected unless agreed upon in cases of early termination.
10. Once the current tenant agrees to the move-in date, we will send the final offer confirmation to the replacement tenant and request a holding deposit equivalent to one week's rent to secure the property.

11. After receiving the holding deposit, the replacement tenant has 15 days, as per UK law, to complete all screening checks, sign the contract, and pay all due move-in fees.
12. Upon completion of these processes, we will send the current tenant a final checkout form to confirm their move-out date. An inventory clerk will then arrange to checkout the tenant.
13. The replacement tenant will move in the day after the current tenant's departure, ensuring no financial loss to the landlord.
14. Current tenants should understand that the assisted-replacement process can take one to two months. The timing depends on the replacement tenant's and landlord's conditions, whether or not the current tenant has agreed in writing to pay any costs.
15. The current tenant must understand that they cannot specify their exact move-out date; the process depends on the timelines set by the replacement tenant and the landlord. We recommend serving 2 months' notice when you start this process, so that your rent cannot run past that notice's end date. Please refer to section 68 to fully understand the terms before proceeding with a tenant-replacement process.

68.6 Change of Sharer — Process and Conditions
**Process for a Change of Sharer (Surrender-and-Regrant of the Joint Tenancy):**

**Legal effect: A change of named tenant on a joint tenancy operates in law as a surrender of the original tenancy and the grant of a new tenancy to the new combination of tenants. This is not a 'tenant swap' or 'tenant transfer' — those concepts do not exist in English landlord/tenant law for joint tenancies. In practice this means: a new tenancy agreement is signed by all (remaining + new) tenants, the deposit is re-registered against the new tenancy, a new check-in inventory is conducted (or the original inventory is bound to the new tenancy by mutual agreement — see below), and the original tenancy is treated as ended on the start date of the new tenancy.**

**Example Scenario:**
Example Scenario: There are 3 tenants on a joint tenancy, and one tenant wishes to leave. The remaining 2 tenants want to find a new third tenant. The mechanic is: the original 3-tenant tenancy is surrendered, and a new 3-tenant tenancy is granted to the remaining 2 tenants plus the new tenant. Harvey W James does not advertise for or search for the new third tenant on behalf of the existing tenants — the remaining tenants find the new sharer themselves. Once the new tenant is identified and screened, Harvey W James prepares the new tenancy agreement and re-registers the deposit. The £50 (Inc. VAT) sharer change fee in §42.10 covers this administrative work.

**Steps for Replacing a Sharer:**

1. **Fees and Costs:**
   - Pay a fee of £50 (including VAT) per replacement tenant to cover the following costs:
     - Taking the landlord's instructions.
     - New tenant referencing and Right-to-Rent checks.
     - Deposit registration.
     - Preparation and execution of new legal documents.
   - Any reasonable costs incurred that are higher than £50 will also be the responsibility of the tenants.
2. **Inventory Requirements:**
   - Conduct a new inventory to ensure that the incoming tenant is not held responsible for any pre-existing damages.
   - Any cost of the change is covered by the change-of-sharer payment in Section 42.10 (£50, or reasonable costs if higher, Tenant Fees Act 2019 Schedule 1 paragraph 6); there is no separate check-out charge.
   - Check the inventory with all tenants, and make any necessary adjustments to the deposit.
3. **Avoiding New Inventory Fees:**
   - To avoid new inventory checkout and check-in condition report fees:
   - All current and replacement tenants must agree in writing that there are no damages to the property based on the original dated inventory and check-in condition report.
   - All tenants must be happy to bind the original dated inventory and check-in condition report to the new/updated tenancy agreement.
   - If any tenants are not satisfied with binding the original inventory and check-in condition report to the new tenancy agreement, then a checkout and new check-in condition report will be required.
4. **No Advertising for Sharer Replacement:**
   - Harvey W James will not advertise for or facilitate the replacement of individual sharers. If a new sharer is needed, the current tenants must find a suitable replacement themselves.
   - If the current tenants cannot find a replacement and need Harvey W James to get involved, the entire property will be advertised, and all tenants must either leave or reapply for the property.
   - Re-advertising may result in other offers being considered, and potentially better offers might be accepted.

**68.7 Process for a Sharer Leaving a Joint Tenancy [ENDING-002-C] [TENANT][STAFF]**
**Example Scenario:**
Suppose there are 3 tenants in a property, and one tenant wishes to leave. The remaining 2 tenants need to either find a new tenant to replace the one leaving or demonstrate that they can afford the tenancy by themselves.

**Steps for a Sharer Leaving:**

1. **Joint and Several Liability:**
   - Understand that all tenants are collectively responsible for the entire rent and obligations under the tenancy agreement. One tenant cannot simply leave without addressing these responsibilities.
2. **New Tenancy Agreement:**
   - Create a new tenancy agreement for the remaining tenants and any new incoming tenant. This process ensures that financial responsibilities and obligations are clearly defined.
3. **Reference Checks and Affordability Assessment:**
   - Conduct reference checks for the remaining tenants to assess their ability to afford the full rent without the departing sharer.
   - Conduct reference checks and Right-to-Rent checks for any new incoming tenant.
4. **Fees and Costs:**

- Pay a fee of £50 (including VAT) per replacement tenant or any reasonable costs incurred if higher. This fee covers:
- Taking the landlord's instructions.
- New tenant referencing and Right-to-Rent checks.
- Deposit registration.
- Preparation and execution of new legal documents.

5. **Inventory Requirements:**
   - Conduct a new inventory and check-in condition report for the new tenancy agreement to ensure clarity on the property's condition.
   - Any cost of the change is covered by the change-of-sharer payment in Section 42.10 (£50, or reasonable costs if higher, Tenant Fees Act 2019 Schedule 1 paragraph 6); there is no separate check-out charge.
   - Costs associated with the new inventory will be the responsibility of the tenants. However, these costs can be avoided if the conditions for using the original inventory (as detailed above – see Section 68.6 — Avoiding New Inventory Fees) are met.
6. **Continued Responsibility:**
   - The departing tenant remains responsible for their share of the rent and other obligations under the tenancy agreement until the new tenancy is signed and the new tenant is fully referenced and approved.
   - If the remaining tenants or the new tenant fail the reference checks, the original joint tenancy remains in force, and all tenants, including the departing one, are still responsible under the original agreement.

### 68.8 Formal Surrender and New Tenancy Agreement for Sharers

Sharers are subject to the same rules as full tenancy replacements regarding changes in tenancy. The following applies to ensure clarity and compliance with UK laws:

- **Formal Surrender Requirement:**
  - In the UK, the tenancy must be formally surrendered and cannot simply be transferred to a replacement tenant. There is no concept of a successor tenant taking over the existing contract.
- **Prohibition on Transfer and Subletting:**
  - The existing contract cannot be sold or transferred to a replacement tenant, and subletting is strictly prohibited under this agreement.
- **New Tenancy Agreement:**
  - These conditions are designed in line with UK laws to ensure clarity and compliance. When one tenant leaves, a new tenancy agreement must be created for the existing tenant(s) and the new sharer (if applicable and subject to approval). The exiting tenant must vacate the property to facilitate this process.

### 69 Section 8 Grounds for Possession Reference Table [POSSESSION-001] [LANDLORD][STAFF]

From 1 May 2026 Section 8 of the Housing Act 1988 (as amended by the Renters' Rights Act 2025) is the only basis on which a landlord may seek possession of an assured periodic tenancy. Section 21 'no-fault' eviction has been abolished. The grounds below are set out in Schedule 2 to the Housing Act 1988 as amended by Schedule 1 to the Renters' Rights Act 2025. The notice periods come from section 5 of the Act (which inserts revised subsections into HA1988 s.8) and from MHCLG's Grounds for possession: guidance for landlords and letting agents (updated 1 May 2026).

69.1 Mandatory grounds applicable to typical private-sector tenancies

If the landlord proves a mandatory ground, the court must make a possession order. The grounds in this list are the ones Harvey W James handles routinely for private landlord clients.

- Ground 1 — Occupation by landlord or close family member. The landlord (or a close family member) intends to use the property as their only or principal home. Notice period: 4 months. Cannot expire in the first 12 months of the tenancy.
- Ground 1A — Sale of the dwelling-house. The landlord intends to sell the property. Notice period: 4 months. Cannot expire in the first 12 months of the tenancy. Cannot be used where the tenancy is a pre-1 May 2026 non-shorthold assured tenancy ('lifetime tenancy').
- Ground 2 — Sale by mortgagee. The lender requires vacant possession to enforce a mortgage. Notice period: 4 months.
- Ground 4A — HMO let to students for occupation by new students (the 'student HMO academic-cycle' ground). Applies where the property is or is in an HMO let to full-time students and the landlord intends to re-let to a fresh cohort of students. Notice period: 4 months, ending between 1 June and 30 September. The landlord must have given the tenant written notice before the tenancy began that this ground might be used.
- Ground 5 — Property required for a minister of religion. The dwelling-house is held to be available for occupation by a minister of religion as a residence from which to perform the duties of office. Notice period: 2 months.
- Ground 5C — Employment-linked tenancy ended (now mandatory). The dwelling-house was let to the tenant in consequence of their employment by the landlord (or a previous landlord, or pursuant to an agreement with the employer) and the tenant has ceased to be in that employment, OR the tenancy was granted to provide accommodation during the early period of employment and that purpose has been fulfilled. Also covers police constable accommodation. Notice period: 2 months. (This was Ground 16 pre-RRA, where it was discretionary; Schedule 1 paragraph 14 of the RRA renumbered it to 5C and made it mandatory.)
- Ground 6 — Redevelopment, demolition or substantial works requiring vacant possession. Notice period: 4 months. Generally cannot be served in the first 6 months of the tenancy. Specific RSL conditions apply if the landlord is a relevant social landlord.
- Ground 6B — Possession required to comply with enforcement action. Available where letting the dwelling would breach a banning order, where an improvement notice or prohibition order has been issued, where an HMO or selective licence has been refused or revoked, where an HMO is occupied above the licensed maximum, or where compliance with a planning enforcement notice or injunction is incompatible with continued occupation. Notice period: 4 months. (This is the ground previously described in this document as 'Ground 6A enforcement action' — it is in fact Ground 6B in the Act; Ground 6A in the Act is the decant-

accommodation ground for relevant social landlords, listed under specialist grounds below.)

- Ground 7 — Death of the sole tenant. The tenancy has devolved on a person who was not occupying the property as their only or principal home immediately before the former tenant's death (or, in narrow successor-tenant cases, the new tenant inherited a special tenancy). Notice period: 2 months. Possession proceedings must begin within 12 months of the death.
- Ground 7A — Severe anti-social or criminal behaviour. The tenant (or a person residing with or visiting them) has been convicted of a serious offence, breached an injunction, breached a closure order excluding occupation for more than 48 hours, or similar. No statutory notice period — the landlord can apply to court immediately, but the court cannot make a possession order for 14 days from service of the notice.
- Ground 7B — Tenant does not have a right to rent. The Secretary of State has notified the landlord that the tenant does not have, or has lost, immigration permission to occupy. Notice period: 2 weeks.
- Ground 8 — Serious rent arrears (mandatory). At the date of the section 8 notice AND at the date of the court hearing, the tenant must owe at least 13 weeks' rent (for weekly or fortnightly tenancies) or at least 3 months' rent (for monthly tenancies). The thresholds were raised by Schedule 1 paragraph 24 of the RRA from 8 weeks / 2 months under the pre-RRA Ground 8. Any unpaid amount that is unpaid only because the tenant has not yet received a Universal Credit award is disregarded when calculating arrears. Notice period: 4 weeks.

69.2 Discretionary grounds applicable to typical private-sector tenancies

If the landlord proves a discretionary ground, the court will only make a possession order if it considers it reasonable to do so.

- Ground 9 — Suitable alternative accommodation. Other accommodation that is suitable for the tenant has been or will be available when the order takes effect. Notice period: 2 months.
- Ground 10 — Some rent arrears (below the Ground 8 threshold). The tenant owes some rent at the date of the notice and at the start of proceedings. Notice period: 4 weeks.
- Ground 11 — Persistent delay in paying rent. A pattern of late payment, even if there are no arrears at the date of the notice. Notice period: 4 weeks.
- Ground 12 — Breach of any obligation of the tenancy other than payment of rent (e.g. unauthorised pet, unauthorised alterations, unauthorised subletting). Notice period: 2 weeks.
- Ground 13 — Deterioration of the property. The condition of the dwelling-house, or any common parts, has deteriorated due to the tenant's acts of waste, neglect, or default (or the default of any person residing with the tenant for whom the tenant has not taken reasonable steps). Notice period: 2 weeks.
- Ground 14 — Anti-social behaviour. The tenant (or a person residing with or visiting them) has been guilty of conduct causing nuisance or annoyance to a person residing in, visiting or otherwise engaging in lawful activity in the locality, or has been convicted of using the dwelling-house for immoral or illegal purposes or of an indictable offence committed in or in the locality of the dwelling-house. No statutory notice period — landlord can apply to court immediately, but the court cannot make a possession order for 14 days from service of the notice.
- Ground 14ZA — Conviction of an indictable offence committed during a UK riot. The tenant or another adult occupier has been convicted of an indictable offence committed during a riot anywhere in the UK. Notice period: 2 weeks.
- Ground 15 — Deterioration of the landlord's furniture. The condition of furniture provided under the tenancy has deteriorated due to ill-treatment by the tenant (or a person residing with the tenant for whom the tenant has not taken reasonable steps). Notice period: 2 weeks.
- Ground 17 — False statement inducing the tenancy. The tenancy was granted as a consequence of a false statement knowingly or recklessly made by the tenant (or a person acting at the tenant's instigation). Notice period: 2 weeks.

69.3 Specialist grounds — typically out of scope for Harvey W James' clientele

The Renters' Rights Act 2025 introduces several grounds that apply only to specific landlord categories — Private Registered Providers (PRPs) of social housing, registered charities, supported-accommodation providers, agricultural landlords, social landlords, or landlords letting under a local authority's homelessness duty. Harvey W James does not, in the ordinary course of business, manage tenancies that fall under these grounds. We list them here for completeness; if any of them appears relevant to a managed property, escalate to a director and obtain legal advice before serving notice.

- Ground 1B — Sale of dwelling-house that is part of Rent to Buy. PRPs of social housing only. Notice 4 months.
- Grounds 2ZA, 2ZB, 2ZC, 2ZD — Possession on or after the ending of a superior lease. Available only where the (former) landlord is an agricultural landlord, supported-accommodation provider, council-owned company, or PRP of social housing; or, for 2ZB / 2ZD, where the superior lease was a fixed term of more than 21 years that has ended or is ending within 12 months. Notice 4 months.
- Ground 4 — Student accommodation let by an educational establishment. Universities and colleges only. The property must have been let to students within the 12 months before the start of the tenancy. Notice 2 weeks.
- Ground 5A — Property required for an agricultural worker. Available where the landlord (or a person they are wholly or mainly using to perform agricultural work) needs the dwelling-house for a qualifying agricultural worker. Notice 2 months.
- Ground 5B — Property required for a tenant who meets employment requirements. PRPs of social housing only. Notice 2 months.
- Ground 5D — End of employment requirements. PRPs of social housing only. From 2027. Notice 2 months.
- Ground 5E — Property required to be let as supported accommodation. Supported-accommodation providers only. Notice 4 weeks.
- Ground 5F — Supported-accommodation tenancy where support has come to an end, the tenant no longer needs the

level of support, or the property is unsuitable for the tenant's support needs. Supported-accommodation providers only. Notice 4 weeks.

- Ground 5G — Tenancy granted under a local housing authority's homelessness duty (Housing Act 1996 s.193) where that duty has ended. Notice 4 weeks. Must commence within 12 months of the council's notification.
- Ground 5H — Stepping stone accommodation. PRPs of social housing or charities only, where the rent is no more than 80% of market rent and the tenant met specified eligibility conditions (work, age) which they no longer meet. Notice 2 months.
- Ground 6A — Decant accommodation following redevelopment. Relevant social landlords only. Notice 4 months.
- Ground 14A — Domestic abuse. Social landlords only. Notice 2 weeks.
- Ground 18 — Supported accommodation: tenant has unreasonably refused to co-operate with support services. Supported-accommodation providers only. Notice 4 weeks.

69.4 Important notes on Section 8

Multiple grounds in one notice. A landlord can rely on more than one ground in a single section 8 notice. Where the notice cites grounds with different notice periods, the longest applicable period applies (HA1988 s.8(4AA) inserted by RRA s.5).

Grounds removed by the RRA. Ground 3 (holiday accommodation) was omitted from Schedule 2 by Schedule 1 paragraph 8 of the Renters' Rights Act 2025 and is no longer available.

Court process. Even on a mandatory ground, the court process for possession can take several months. Landlords should not assume immediate possession after the notice period expires. Tenants are entitled to defend the claim. Free legal advice is available to tenants through the Housing Loss Prevention Advice Service (HLPAS) before and on the day of any possession hearing.

Statutory deposit pre-condition. Except on Ground 7A or 14, the court may not make a possession order if the deposit is not protected in an authorised scheme, or the scheme's initial requirements or the prescribed information have not been complied with, unless the deposit has been returned to the tenant (in full or with agreed deductions) or a claim about it under section 214 has been decided, withdrawn or settled (Housing Act 2004 s.215, as substituted by section 26 of the Renters' Rights Act 2025). Harvey W James verifies deposit protection at the point of any section 8 notice on a managed tenancy.

Form. The prescribed form for a section 8 notice on a private-sector tenancy since 1 May 2026 is Form 3A (notice seeking possession of a property let on an assured tenancy or an assured agricultural occupancy in the private rented sector; SI 2026/354) — Form 3 is now the social-housing version — published on gov.uk under 'Assured tenancy forms'. Use the version current at the date of service.

Source documents. The authoritative sources for this table are: Schedule 2 to the Housing Act 1988 as amended; Schedule 1 to the Renters' Rights Act 2025 (chapter 26); and MHCLG, Grounds for possession: guidance for landlords and letting agents (updated 1 May 2026).

## 70 Our Approach to Rent Collection and Arrears Management [POSSESSION-002] [LANDLORD][STAFF]

### 70.X Goodlord-managed rent collection — the operational backbone [POSSESSION-002-A] [LANDLORD][STAFF]

**Operational mechanics.** Harvey W James operates rent collection through Goodlord's Lettings Accounts platform. Tenants pay rent into a designated Goodlord client account; Goodlord performs the daily reconciliation, alerts Harvey W James (and the landlord) to any missed payment within 1 working day, and applies the agreed remittance schedule for landlord disbursement. Lettings Accounts integrates with Lettspay (Section 11.6 [FEES-004-A]) for the landlord-facing client-money handling.

**Arrears workflow. Where a tenant misses a payment, Goodlord triggers the standard arrears workflow: (i) automated payment reminders to the tenant on day 1 and day 3, (ii) staff-led tenant contact at day 7, (iii) a further written reminder at day 14, from which date interest under Section 42.7 may accrue, (iv) a formal arrears letter on the landlord's behalf at day 21–28, with the Rent Protection insurer notified where a policy is in place (Section 40 [RENT-002]) so the policy carries the shortfall under its terms until vacant possession, and (v) on the landlord's instructions, a Section 8 notice citing Grounds 10 and/or 11 prepared around day 30 (two months' rent unpaid) and Ground 8 around day 60, once the third month's rent has fallen due and is unpaid (three months' rent unpaid; see Section 69 [POSSESSION-001]).**

**Landlord reporting.** Landlord clients receive a monthly statement and remittance from Lettspay (Section 11.6 [FEES-004-A]) reconciled to the Goodlord rent collection ledger. Statements show gross rent received, agency fees deducted, and net remittance. Year-end summaries are available to support landlord tax filings (see Section 66 [OVERSEAS-001] for non-resident landlord HMRC NRL handling).

**Rent Invoicing and Payment**
We utilise secure payment platforms for managing rent payments. Invoices are sent to tenants in advance of the rent due date, and upon collection, the amount is automatically disbursed to the landlord while a receipt is issued to the tenant.

**Rent Arrears and Reminders**
In the event of rent arrears, Harvey W James operates the following phased reminder and escalation schedule, aligned with the post-Renters' Rights Act 2025 Section 8 grounds for possession:

- **Day 1 and Day 3: automated reminders (text and email).**
- **Day 7 and Day 14**: Further written reminders. From Day 14, interest under Section 42.7 may begin to accrue. Day 21–28: formal arrears letter on the landlord's behalf, Rent Protection insurer notified if applicable. Around Day 30 (two months' rent unpaid — Grounds 10 and 11): on the landlord's instructions, prepare a Section 8 notice citing Grounds 10 and/or 11. Around Day 60, once the third month's rent has fallen due and is unpaid (three months' rent unpaid — the Ground 8 mandatory threshold, which must still be met at the hearing): on the landlord's instructions, prepare and serve a Section 8 notice citing Grounds 8, 10 and 11 as appropriate. All

communications follow Harvey W James' no-harassment policy and occur at reasonable times.

**Insurance Cases**
If Rent Guarantee and Tenant Eviction Insurance are in place, we will initiate the claims process with Insurance Provider, who will take over communication and case management. At this point, all parties should contact Insurance Provider for updates.

**Communication Philosophy**
We strive for open and respectful communication. Our agents will always aim to speak in a calm tone and exercise extreme patience. We resort to legal action only when other options have been exhausted.

**No Insurance Cases**
If there is no insurance, we will assist the landlord in hiring an eviction specialist. Legal and court fees will be the responsibility of the landlord and may be claimed from the tenant.

**Additional Charges for Extra Services**
We offer additional services like property visits, which are subject to extra charges. Regardless of the situation, our commitment to you is to manage the rent arrears as efficiently as possible, either internally, through Insurance Provider, or by involving an eviction specialist.

### 70.1 Navigating Rent Arrears with Empathy and Excellence: A Message from Our Directors

Harvey W James operates a layered rent-arrears process designed to recover the rent owed to the landlord while maintaining a respectful relationship with the tenant. Where financial hardship is genuine, we will work with both parties on a documented repayment plan. Where the tenant fails to engage, we follow the formal escalation process set out below.

We get it: no landlord enjoys the anxiety-inducing process of chasing rent. It's a disruption that feeds uncertainty and tension on both ends. As the appointed mediators, we're not only your agents; we're your problem-solvers. We deploy state-of-the-art rental platforms to ensure seamless and transparent transactions. If a tenant falls behind, we don't just leave voicemails. We aim for open, humane dialogue to understand the 'why' behind the situation, encouraging tenants to communicate openly with us and, when possible, directly with landlords.

Our approach is layered and judicious. If tenants agree to a repayment plan, it's thoroughly documented. If they refuse or fail to comply, every action we take adheres to legal guidelines and ethical considerations, mitigating risks of harassment accusations. We're not quick to resort to eviction—our first course of action is always to exhaust all other avenues of resolution.

We treat rent arrears as one of the highest-stakes situations a landlord faces. Every step we take — payment chase, tenant negotiation, court action — is documented and deliberate, because the consequences for our landlords are real. Our objective is for the property to remain a sustainable long-term investment for you, and for the tenancy to either return to good standing or be resolved cleanly through the proper process.

### 70.2 Eviction Procedures: Making the Complex Simple [POSSESSION-002-B] [LANDLORD][STAFF]

**Introduction**
At times, a landlord may wish to reclaim their property. In these instances, we have a structured, transparent approach to ensure the eviction process is conducted fairly, legally, and as smoothly as possible. Since 1 May 2026 the only route to possession of an Assured Periodic Tenancy is Section 8. The legacy Section 21 route is retained for transitional handling only — see Appendix A.2 [LEGACY-S21-001].

**Post-Renters' Rights Act 2025 position. Section 21 'no-fault' eviction has been abolished since 1 May 2026. The only route to possession of an Assured Periodic Tenancy is via Section 8 grounds (Schedule 2 of the Housing Act 1988 as amended by the Renters' Rights Act 2025).**

**Section 8 Notice: the only route to possession.**
**Notice Period: variable, depending on the ground for eviction; ranges from 2 weeks (for serious breach) to 4 months (for landlord-occupation grounds 1 and 1A). See Section 69 [POSSESSION-001] for the Schedule 2 grounds reference table.**

**Eligibility: can be served at any time, but must cite a legally recognised ground (Section 8 / Schedule 2). Some grounds are 'mandatory' (the court must grant possession if the ground is proved); others are 'discretionary' (the court decides).**

**Procedure: Harvey W James prepares and serves the notice, specifying the ground(s). If the tenant doesn't vacate by the notice's expiry, we guide the landlord through the court process for possession.**

**Note: Court involvement is more likely with Section 8 evictions than under the abolished Section 21 regime. Knowing the specific grounds and having proper evidence is crucial. Free legal advice is available to tenants through the Housing Loss Prevention Advice Service (HLPAS) before and on the day of any possession hearing.**

**Section 21 Notice (abolished — historical reference only). Section 21 was the 'no-fault' eviction route under the pre-RRA Assured Shorthold Tenancy regime. It has been abolished since 1 May 2026 by the Renters' Rights Act 2025. For tenancies that started before 1 May 2026 and are still running their original fixed term, see Appendix A.2 [LEGACY-S21-001] for the transitional handling of any Section 21 notice that was served before the abolition date.**

### 71 Overstay [POSSESSION-003] [LANDLORD][STAFF]

You agree to leave the Accommodation no later than the checkout date and time as specified in the tenancy agreement or such other time as mutually agreed upon between you and the Landlord or the Landlord's agent. If you stay past the agreed-upon checkout time without the Landlord or Landlords agent's consent ("Overstay"), you no longer have a license to stay in the Accommodation and the landlord is entitled to make you leave in a manner consistent with applicable law. In addition, you agree to pay double rent to the Landlord or Landlords agent, for each twenty-four (24) hour period (or any portion thereof) that you Overstay. If you Overstay at an Accommodation, you authorise Harvey W James to collect Overstay Fees from your Security Deposit.

The Distress for Rent Act 1737, section 18, gives the landlord a statutory remedy where the tenant has served a notice to quit but then remains at the property after the end of the notice period. In that scenario the landlord can claim double the passing rent for the period of holding-over. This

remedy survives the Renters' Rights Act 2025 and applies to assured periodic tenancies where the tenant has served their statutory 2 months' notice but stayed beyond the notice end date. The Landlord and Tenant Act 1730 (which dealt with landlord-served notices) has limited modern application because Section 21 has been abolished and the landlord's route to possession is now Section 8 plus a court order, enforced by the bailiff process rather than under the 1730 Act.

The failure of the tenant to vacate on the expiry of its notice to quit triggers the landlord's entitlement to double rent under the 1737 Act. The double rent becomes chargeable for the period of "holding over" by the tenant; i.e. from the expiry of the notice until the day the tenant actually vacates. Therefore, similarly to the 1730 Act, the right to double rent arises only when the tenant holds over after he has served a notice to quit and, therefore, is, in fact, a trespasser and the landlord treats him as such.

### 72 Deposit Return Guidance for Managed Properties [DEPOSIT-002] [TENANT][LANDLORD]

Tenants can usually anticipate the return of their deposit within 10 days, given both parties concur on the amount. However, in instances of disagreements over deductions or lingering utility bills, this timeline may be extended.

If there's a challenge in reaching an agreement over deposit deductions, the process might involve several rounds of negotiations with offers and counteroffers. We are committed to assisting both the landlord and the tenant through these discussions, using your preferred method of communication. Once an agreement has been mutually reached, we will confirm this in writing by email.

If both parties cannot reach an agreement regarding the deposit, The Tenancy Deposit Provider offer a complimentary Dispute Resolution Service to determine a fair division of the deposit. From the onset of the adjudication process, both parties have a 14-day window to present their evidence. After receiving all evidence, the adjudicator will take up to 28 days to deliver a decision. Consequently, the entire process may span up to six weeks, although it frequently concludes sooner.

**Prompt Action on Deposit Resolution:** Our priority is a swift and just return of the tenant's deposit, as it shapes our reputation. While we promote collaborative decision-making with our landlords, timely responses are imperative. Without feedback within 10 days, the landlord relinquishes active participation in the deposit resolution, leaving us to act based on the evidence at hand. Therefore, prompt collaboration is essential for the best outcome for all parties involved.

**Leaving before your notice ends.** A tenant who moves out before their notice ends still owes rent to the end of the notice period; any rent unpaid by the end of the tenancy is claimed from the deposit (deducted if the tenant agrees, otherwise decided by the deposit scheme's free dispute service); any balance above the deposit is still owed. Rent stops sooner only if the landlord agrees an earlier end date in writing, or a replacement tenant's tenancy starts through the Assisted Tenancy Replacement Process after referencing. There is no early-termination or re-letting fee; the only other costs are any the tenant agrees in writing beforehand.

### 73 Property Redecoration and Void Period Guidance for Managed Properties [VOID-001] [LANDLORD][STAFF]

If the property requires redecoration or any other upgrade before the next tenancy, Harvey W James will provide the landlord a quotation for the scope of works and a completion timeline prior to the tenant checkout date. Although some urgent redecoration may be needed during a tenancy, the best time for most jobs to be completed is in between tenancies when the property is empty. Please see our redecoration plan below;-

- **Minor Redecoration** – No void period will be created. Repair works will be completed within 28 days from the new tenant check-in date unless otherwise agreed upon between the Landlord and the Applicant during the offer negotiation stage.
  - **Advertising plan:** If the property DOES NOT need a new photo shoot, Harvey W James will advertise the property for reletting usually 5-weeks before the tenant/s checkout date to minimise any void periods that may occur between tenancies.
- **Major Redecoration** – Up to a 10-day void period will be created. Repair works will be completed within 10 days and ready for the next tenancy (Redecoration to be expected every 5 years)
  - **Advertising plan:** If the property DOES need a new photoshoot, Harvey W James will advertise the property after the redecoration, or any other upgrade works, and the clean service has been completed. Where this occurs, the void period could be greater than 10 days.

### 74 Managing the Void Period for Managed Properties [VOID-002] [LANDLORD][STAFF]

This guide focuses on the timely advertisement of our properties, ensuring they're reintroduced to the market promptly, especially when faced with tenant access limitations prior to their departure.

**1. Timeline for Advertising:**

- 5 Days Prior: If the vacant possession date is within the next 5 days and there has been no prior access to the property, preparations should begin to advertise it.

**2. Tenant Checkout & Initial Property Inspection:**

- Once the tenant vacates, promptly inspect the property. This quick inspection determines the state of the property and helps align our advertising strategy.

**3. Addressing Urgent Property Issues:**

- If damp, mould, or pests are found during inspection, prioritise their treatment.
- Ensure a thorough cleaning within 24 hours after the tenant vacates.

**4. Furniture & Repairs:**

- Inform the landlord about any required furniture repairs or replacements.
- Initiate necessary general repairs or redecorations after obtaining quotes and, above the float, the landlord's approval. These should be completed or underway within 7 days of tenant checkout.

**5. Advertisement & Property Viewings:**

- **Immediately After Checkout:** Begin advertising the property if it was not advertised 5 days prior.
- **Within 48 Hours of Readiness**: Initiate property viewings. This should occur after any essential cleaning, treatment, or initial repairs.
- **Continuous Cycle:** Continue viewings until an offer is secured.

**NB.** The central objective here is speed and efficiency. The primary concern, especially when tenant access is

restricted, is to have the property back on the market and viewable in the shortest possible time. Timelines are crucial, and our strategy ensures minimal void periods.

## Part 10 — Redress, Complaints and Data Protection

### 75 Rent Repayment Orders (extended to 24 months) [RRO-001] [TENANT][LANDLORD]

A Rent Repayment Order (RRO) is a remedy that allows a tenant to recover up to a stated maximum number of months' rent from a landlord who has committed certain housing offences. This section explains what an RRO is, when a tenant can apply, and how the RRA has changed the regime.

**75.1 What an RRO is**

An RRO is an order made by the First-tier Tribunal (Property Chamber). The tribunal can require a landlord (or, in some circumstances, a letting agent) to pay back to the tenant rent received during the period that the offence was being committed. RROs are designed to deter landlords from operating outside the statutory regime and to compensate tenants who have paid rent for non-compliant accommodation.

**75.2 What offences trigger an RRO**

Tenants can apply for an RRO where the landlord has committed any of: (a) failure to register on the Private Rented Sector Database (Section 21); (b) failure to register with the Private Rented Sector Ombudsman (Section 77); (c) breach of a banning order; (d) operating an HMO or selectively-licensable property without the required licence; (e) using or threatening violence to secure entry; (f) unlawful eviction or harassment; (g) failure to comply with an improvement or prohibition notice. The RRA may extend the list further as secondary regulations are made.

**75.3 Maximum amount under the RRA**

Under the Renters' Rights Act 2025, the maximum RRO has been doubled from 12 months' rent to 24 months' rent, reflecting the increased penalty regime for landlord non-compliance. The actual amount awarded is at the tribunal's discretion, taking into account the seriousness of the offence and the landlord's conduct.

**75.4 How to apply**

A tenant applies to the First-tier Tribunal (Property Chamber) using Form RRO1, supported by documentary evidence of the landlord's offence and of the rent paid during the relevant period. The application must usually be made within 12 months of the offence. Free guidance is available from Citizens Advice and from the Housing Loss Prevention Advice Service (HLPAS). Harvey W James will provide our documentary records to assist any tenant of a managed property who is considering an RRO application.

### 76 Complaint Handling and Escalation Routes [REDRESS-001] [ALL]

At Harvey W James, we highly value feedback from our clients and customers. Every piece of input, be it positive or negative, is instrumental in refining and enhancing our services to serve you better. If, at any juncture, our services do not meet your expectations, please write to us at harvey@harveywjames.com. Our team is committed to addressing and rectifying any concerns at the earliest. **Escalation routes:** If you remain dissatisfied after exhausting our internal complaints process, you have two redress routes. (1) Complaints about us as the letting agent can be escalated to the Property Redress Scheme (registration PRS010914), of which Harvey W James is a member. (2) Complaints about the conduct of the landlord (separate from the agent) can, once landlord membership is mandatory (expected 2028), be escalated to the new Private Rented Sector Ombudsman established under the Renters' Rights Act 2025. Once it is live, the Ombudsman will be able to require a landlord to apologise or explain, pay compensation or take other action, and its decisions can be enforced as if they were court orders (Renters' Rights Act 2025, sections 65 and 68). Fines for a landlord who does not join (up to £7,000, or up to £40,000 for an offence) are imposed by the local council, not the Ombudsman (section 66), and Rent Repayment Orders are made by the First-tier Tribunal (Section 75).

Should your dissatisfaction pertain to services rendered by Third-Party contractors, such as inventory or cleaning companies, we will promptly provide their contact details. This will enable you to register your complaints directly with them, ensuring your concerns are voiced to the right channels.

### 77 Private Rented Sector Ombudsman [REDRESS-002] [ALL]

#### 77.X Concrete escalation steps for tenants [REDRESS-002-A] [TENANT][STAFF]

**What the Ombudsman is.** The PRS Ombudsman is established under Part 2 Chapter 2 of the Renters' Rights Act 2025 (sections 64 onwards). Section 64 of the RRA 2025 lets the government make regulations requiring every residential landlord in England to be a member of an approved landlord redress scheme; the government's roadmap (13 November 2025) expects membership to become mandatory in 2028. From then, tenants of any landlord (managed or non-managed) will be able to refer disputes to the Ombudsman where the internal complaint route has not produced an acceptable resolution.

**What you can complain about. Once the scheme is live, tenants will be able to complain to the Ombudsman about (i)** a landlord's failure to meet statutory repair obligations, (ii) refusal to handle hazards within the expected statutory windows under Awaab's Law (Section 46.X [COMPLY-003-A]), (iii) breaches of the Decent Homes Standard, (iv) failure to give the statutory written information by the 31 May 2026 deadline (Section 17 [STATUTORY-001]), (v) deposit-handling disputes that are not resolved through the deposit scheme's ADR, (vi) discriminatory conduct in tenancy management (Section 25 [DISCRIM-001]), (vii) failure to register the dwelling on the PRS Database (Section 21 [MARKET-004]), and (viii) any other landlord conduct in scope of the redress scheme rules.

**Step-by-step escalation.** (Step 1) Raise the complaint with Harvey W James in writing — email harvey@harveywjames.com or write to the registered office. State the issue, the date, and the resolution sought. (Step 2) Harvey W James will acknowledge within 3 working days and respond substantively within 15 working days. (Step 3) If the response is unsatisfactory, request a final response in writing. Harvey W James will issue a final response within 10 working days. (Step 4) If you are still unhappy with how we, the letting agent, handled it, refer it free of charge to the Property Redress Scheme (PRS010914). The Scheme accepts it once we have given our final response, or 8 weeks after your first written complaint, whichever is sooner. A complaint about the landlord's own conduct goes to the Private Rented Sector Ombudsman once landlord membership becomes mandatory (expected 2028). (Step 5)

The scheme investigates and issues a binding decision. Where the decision finds against us or the landlord, remedies can include compensation, a direction to perform specific works, or a direction to refund rent or fees.

**Expected timeframes.** Acknowledgment within 3 working days. Substantive response within 15 working days. Final response within 10 working days of request. Scheme acceptance once our final response is issued or 8 weeks after the first written complaint. Scheme investigation and decision: typically 4 to 12 weeks depending on complexity. Total tenant-side timeline from first complaint to the scheme's decision: typically 8 to 20 weeks.

**Non-compliance offences.** Once membership is mandatory, a local housing authority may fine a landlord who breaches the membership regulations up to £7,000, or up to £40,000 where the landlord has committed an offence under section 67 (Renters' Rights Act 2025, section 66). Harvey W James, as a letting agent, is a member of the Property Redress Scheme (PRS010914); that membership does not cover a landlord's own duty to join the landlord scheme.

The Renters' Rights Act 2025 (Part 2 Chapter 2) establishes a new mandatory Private Rented Sector Ombudsman scheme for landlords; the government's roadmap (13 November 2025) expects landlord membership to become mandatory in 2028. From then every private landlord must join the scheme, regardless of whether they self-manage or use an agent. The scheme is independent of the Property Redress Scheme, which continues to handle complaints about letting agents.

**77.1 What you can complain about**
Tenants can complain to the Ombudsman about anything the landlord has done or failed to do that has caused harm, stress, or inconvenience. Typical examples will include: unaddressed repairs (especially damp and mould under Awaab's Law), failure to comply with deposit-protection rules, unreasonable refusal of a pet request (see Section 33), discrimination (see Section 25), late or improper Section 13 rent increases, and harassment or unlawful eviction attempts.

**77.2 What the Ombudsman can decide**
The Ombudsman can issue binding decisions including: an order to put right whatever was done (e.g. carry out a repair, refund a deposit), and compensation for distress and inconvenience (GOV.UK's guide to the Act says up to £25,000). A Rent Repayment Order of up to 24 months' rent is a separate remedy from the First-tier Tribunal (Section 75). Ombudsman decisions are enforceable as if they were court orders. Failure to comply can lead to expulsion from the scheme, which in turn prevents the landlord from lawfully renting out properties (see Section 21 Database overlap).

**77.3 How to complain**
Step 1: raise the complaint with the landlord (or with Harvey W James, where the property is managed by us — see Section 76 Complaint Handling). The Ombudsman expects the landlord's internal complaints process to have been used first. Step 2: if the response is unsatisfactory, or no response is received within the response period set by the scheme, the tenant can refer the matter to the Ombudsman directly (free of charge). Step 3: the Ombudsman investigates and issues a decision. Harvey W James will provide our managed-property records and assist landlord clients in responding promptly and accurately.

**77.4 Penalties for landlords who fail to register**
Once membership is mandatory, failure by a landlord to register with the Ombudsman scheme can lead to civil penalties of up to £7,000 for a first breach, rising to up to £40,000 for repeat or serious breaches, and ultimately criminal prosecution. Letting agents who continue to act for an unregistered landlord face the same penalty scale — which is why we will require evidence of a current Ombudsman registration before continuing to act.

## 78 Landlords, Agents & Data Protection [DATA-001] [ALL]

As of May 25th, 2018, the General Data Protection Regulation forms the new standard by which landlords and agents deal with personal information about their tenants and clients.

Any private landlord letting a property will need to register with the Information Commissioner's Office (ICO) as a "Data Controller" and pay their annual fee.

Everyone who holds and processes (i.e. uses) data electronically needs to be registered.

Not all landlords think of themselves as a business and maybe assuming that they can rely on exemptions that apply to people carrying out their own private affairs.

Landlords cannot rely on a private-affairs exemption: all landlords will be a business for data-protection purposes, so there is no exemption from UK GDPR itself and landlords who hold tenant data will need to comply with this, regardless of whether or not they need to register.

Most if not all landlords will process data via their mobile telephones, tablets or PCs. A provision in the Digital Economy Act means it will remain a legal requirement for data controllers to pay the ICO a data protection fee.

Landlords and letting agents must take reasonable measures for the proper disposal of personal information included in credit reports, tenancy applications and tenancy agreements, based on the sensitivity of the information.

### 78.1 What is the penalty for non-compliance?

Landlords and letting agents who fail to pay the data-protection fee can be fined by the Information Commissioner's Office. Failure to register or pay the annual fee is itself an offence. Separately, breaches of UK GDPR / Data Protection Act 2018 (e.g. unlawful processing, security failures) can attract significantly higher penalties — up to the greater of £17.5 million or 4% of total annual worldwide turnover for the most serious infringements.

## 79 Insurance [INSURE-001] [LANDLORD]

### 79.X Tenants Liability and Contents Insurance — Goodlord-offered cover [INSURE-002] [TENANT]

**What it is.** Goodlord offers Tenants Liability and Contents Insurance through its referencing platform. Cover is Defaqto 5-star rated and provides up to £5,000 of tenant-liability cover (for accidental damage to the landlord's property and fixtures) and up to £10,000 of tenant contents cover. The product is purchased and paid for by the tenant; Harvey W James does not underwrite the cover and does not retain the premium.

**What it covers.** Tenant Liability cover protects the tenant against deposit deductions for accidental damage during the tenancy — for example, a stained carpet, a broken window, or accidental damage to a landlord-supplied appliance.

# Essential Terms and Charges

HARVEY W. JAMES
LETTINGS AND PROPERTY MANAGEMENT

**OCT2026 V2.4.1**

Contents cover protects the tenant's own possessions in the property against theft, fire, water damage, and accidental loss. Standard exclusions apply per the Goodlord Tenants Insurance policy wording.

**How it interacts with the deposit.** The product is offered to every tenant during the Goodlord referencing flow. Acceptance is entirely optional; tenants who do not opt in arrange their own cover or proceed without it. Where a tenant has not taken out Goodlord Tenants Insurance and a deposit deduction situation arises at end of tenancy, the standard deposit-claim process under Section 72 [DEPOSIT-002] applies and the deduction is taken from the protected deposit subject to the deposit scheme's adjudication.

The landlord is responsible for insuring the main structure of the building and any of their contents, fixtures and fittings. This insurance will not cover your belongings and you are therefore advised to take out separate insurance cover in this respect.

# Essential Terms and Charges

HARVEY W. JAMES
LETTINGS AND PROPERTY MANAGEMENT

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## Part 11 — Boilerplate and Document Administration

**80 Subject to Contract [AGENCY-006] [ALL]**
Payment and acceptance of any payment do not legally bind either the Landlord or the Tenant to the Tenancy prior to the signing of the Tenancy Agreement by all parties.

**81 Amendments [AMEND-001] [STAFF]**
Harvey W James reserves the right to change the schedule of fees and these terms of business upon providing reasonable notice in writing.

**82 Letters and Notices [AGENCY-007] [ALL]**
For the purposes of clarity, all documents referred to as a letter may also take the form of an email and an email received by the tenants should be treated as such.

**83 Mail Forwarding [AGENCY-008] [ALL]**
You should make arrangements with the Royal Mail.

**84 Third-Party Services [AGENCY-009] [ALL]**
Harvey W James may provide links to third-party websites or resources ("Third-Party Services"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Harvey W James is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Harvey W James of such Third-Party Services.

**85 Harvey W James details [CONTACT-001] [ALL]**
Harvey W James LTD trades as a Limited company registered at Companies House – Reg No: 11169043

Registered address: (Stratford Office)
1st Floor, 415 High Street, Stratford, London, E15 4QZ

Office number: 020 3865 1500. Available 24/7, including emergencies

Enquiries: **info@harveywjames.com**

Our Working Hours:

- Viewing Times: Monday - Sunday 9:00am - 9:00pm
- Monday - Friday 9:00am - 7:00pm
- Saturdays: 10:00am - 5:00pm
- Sundays & Public Holidays: Closed

Report a Repair: WhatsApp James, our AI assistant, on +44 7463 580011, phone 020 3865 1500 at any hour, use the chat on harveywjames.com, or email **aftercare@harveywjames.com**. Photos and video sent on WhatsApp are added to your repair record. The tenant app (Section 49) also takes a report.

Our VAT No: 407771390

Our HMRC Non-Resident Letting Agent Scheme No: NA062270

Our HMRC Anti Money Laundering (AML) Scheme No: XQ007367893452

We are members of the dispute and compensation scheme operated by Property Redress Scheme (www.theprs.co.uk) and our registration number is PRS010914

Our agency is a registered member of Propertymark, upholding the stringent ethical standards and professional codes of conduct prescribed by this leading body within the property sector.

Propertymark Protected Agent No: M0243538

Propertymark Client Money Protection Scheme Ref: C0130307

Professional Indemnity Insurance: Level of cover: £250,000 / Insurer: Hiscox / Policy Ref: PL-PSC10001116034/08

Harvey W James is committed to protecting your privacy and maintaining the security of your personal information. We adhere to the requirements of UK data protection legislation. Our ICO Registration Number is ZA312485 (https://ico.org.uk/)

## Appendix A — Pre-RRA Archive

This appendix retains the pre-Renters' Rights Act 2025 break-clause material that previously lived in Section 67. Since 1 May 2026 the Renters' Rights Act 2025 has abolished assured shorthold tenancies and made every new assured tenancy periodic from inception (section 1 of the RRA 2025, inserting section 4A into the Housing Act 1988). Break clauses have therefore ceased to operate for tenancies entered into on or after 1 May 2026. The material below is preserved as a reference solely for: (i) tenancies that started before 1 May 2026 and are still in their original fixed term; and (ii) the Harvey W James — Landlord management agreement, which can still contain a contractual break clause separate from the underlying tenancy.

### A.1 Legacy break-clause material (formerly Section 67.1–67.4) [LEGACY-BREAK-001] [STAFF]

#### 67.1 Why the Break Clause was used (Legacy — no longer applies post-1 May 2026)

Break clauses really are about flexibility for both tenant and landlord. They provide landlords/tenants with the opportunity to break a tenancy if personal circumstances change. This could include scenarios such as relocating for work-related purposes, changes in financial circumstances, etc

#### 67.2 Break Clause Wording (Legacy — no longer applies post-1 May 2026)

Example: Tenancy Commencement date: **26th of November 2023**

Should either party wish to terminate the Tenancy, it is agreed that a minimum of 2 months advance written notice must be served on the other party and the tenancy must not expire within the first 6 months of the tenancy commencement date. In this Lease the earliest date either party can give notice will be the **25th of March 2024** to expire 2 months after the service of that notice. i.e. **25th of May 2024**

**Example Summary:**

| i.e. 12-month tenancy with a 6-month break clause | i.e. 12-month tenancy with an 8-month break clause |
|---|---|
| Notice Period: 2 Months | Notice Period: 2 Months |
| The earliest the tenant can vacant: 25/05/2024 | The earliest the tenant can vacant: 25/07/2024 |
| Tenancy term: 26/11/2023 – 25/11/2024 | Tenancy term: 26/11/2023 – 25/11/2024 |
| Earliest notice can be given by either party: 25/03/2024 | Earliest notice can be given by either party: 25/05/2024 |

#### 67.3 Fee Structure (Legacy break-clause framing — superseded by Section 9)

**The pre-RRA 'Fee Structure and Your Choices' material that previously lived in this sub-section is now superseded by the post-RRA mechanic set out in Section 9 [FEES-002]. The original break-clause-era guidance was retained verbatim in earlier versions of this document; in v2.1.2 it is removed because it conflicts with the post-Renters' Rights Act 2025 position. For the live fee architecture, refer to Section 9.**

#### 67.4 Fee Refund Mechanic (Legacy break-clause framing — superseded by Section 9)

**The pre-RRA refund-mechanic material — Sample Calculations, Break Clause Activation, Refund Mechanism, Credit Terms, Our Philosophy — that previously lived here described how break clauses interacted with the 10% fee. Since the Renters' Rights Act 2025 abolished fixed-term assured tenancies on 1 May 2026, that mechanic no longer applies. Nor does the early-exit catch-up that briefly replaced it: from v2.2.0 (9 September 2026) a tenant leaving early costs the landlord nothing, and Section 9 [FEES-002] charges the 10% only for months in which rent is received. The 5-year credit window for any pro-rata management credits accrued under the previous regime continues to apply per the front-matter Commission Payments / Refunds block.**

**NB: Other Charges to Consider**

In addition to our letting/introduction fees, please be aware of the following:

- Inventory check-in & checkout costs
- Void period
- Utilities & council tax
- Mortgage payments, etc

### A.2 Section 21 transitional notices (legacy — pre-RRA tenancies only) [LEGACY-S21-001] [STAFF]

**Status of pre-1-May-2026 Section 21 notices.** Section 21 of the Housing Act 1988 (the so-called "no-fault eviction" route) was abolished by section 2(b) of the Renters' Rights Act 2025, which omits Chapter 2 of Part 1 of the Housing Act 1988 (the assured shorthold tenancy regime within which Section 21 sat). Since 1 May 2026, no new Section 21 notice can be served. Any Section 21 notice that was served before 1 May 2026 and remains in time as of that date continues in force under the Renters' Rights Act 2025 transitional provisions (Schedule 6, paragraphs 1–4) until it is acted upon, expires, or is withdrawn.

**Operational handling of legacy Section 21 notices.** Where a Section 21 notice was served before 1 May 2026: (i) the notice continues to be valid for its statutory period, (ii) the landlord may apply to the court for a possession order under the original Section 21 framework, (iii) the court will issue the possession order on the original Section 21 basis if all formalities were met, (iv) any post-1 May 2026 enforcement of the order proceeds under the standard bailiff process. The transitional period is finite: as those notices expire or are acted upon, the Section 21 route ceases entirely.

**Where a notice has been served but not yet acted on.** Where a Section 21 notice was served before 1 May 2026 but the landlord has not yet applied for a possession order, the landlord retains the right to apply on the original notice. The notice cannot be re-served under Section 21 (because Section 21 no longer exists). If the landlord wishes to start a fresh possession process, they must use the Section 8 route (Section 69 [POSSESSION-001]) on appropriate grounds.

**Harvey W James operational position.** Where Harvey W James is the managing agent and a legacy Section 21 notice is in play, we will (i) confirm the notice was correctly served, (ii) advise the landlord on whether to proceed with the existing notice or switch to a Section 8 ground, (iii) coordinate with legal counsel where required, (iv) handle the tenant communication with the kindness and good faith framing that is HWJ's house position (see Section 12

[TENANCY-001]). We will not encourage a landlord to use a legacy Section 21 notice purely to avoid the Section 8 grounds where the underlying issue is properly a Section 8 matter (e.g. arrears).

Appendix B — Tenancy Agreement Mirror [TA-MIRROR-001] [TENANT]

**Purpose.** This addendum mirrors the structure of the Goodlord-generated tenancy agreement (TA) that Harvey W James tenants sign. It is a plain-English summary, designed to help tenants navigate the actual contract by cross-referencing each TA clause to the relevant section of this Essential Terms doc. The TA itself is the legally binding document; this mirror is a navigational aid.

### Definitions and Tenancy Type [TA-MIRROR-001-A] [TENANT]

The TA defines the parties, the property, and the tenancy type. Since 1 May 2026, every assured tenancy in England has been an Assured Periodic Tenancy under section 4A of the Housing Act 1988 (inserted by section 1 of the Renters' Rights Act 2025). The TA does not contain a fixed term. Cross-reference: Section 15 [TENANCY-004] (Tenancy Agreements), Section 12 [TENANCY-001] (Tenant Rights at a Glance).

### Rent and Rent Reviews [TA-MIRROR-001-B] [TENANT][LANDLORD]

The TA states the rent and the rent due date. Rent can only be increased once per 12-month period using a Section 13 notice (Form 4A) and is capped at the open market rent. The tenant has a right to challenge a rent increase at the First-tier Tribunal under section 14(A3) of the Housing Act 1988. Cross-reference: Section 41 [RENT-003] (Rent Reviews), Section 38 [RENT-001] (Rent).

### Deposit [TA-MIRROR-001-C] [TENANT][LANDLORD]

The TA states the deposit amount and the deposit protection scheme (TDS). The deposit is capped at 5 weeks' rent (annual rent under £50,000) or 6 weeks' rent (annual rent £50,000+) under the Tenant Fees Act 2019. Deposit protection is registered within 30 days of payment. Cross-reference: Section 39 [DEPOSIT-001] (Deposit), Section 72 [DEPOSIT-002] (Deposit Return).

### Pet Right [TA-MIRROR-001-D] [TENANT]

The TA cites Section 16A of the Housing Act 1988 (inserted by section 11 of the Renters' Rights Act 2025): tenants have a statutory right to request a pet, with the landlord required to consider and respond in writing within 28 days (extendable by 7 days for further info, plus 7 days for superior-landlord consent). Cross-reference: Section 33 [PET-001] (Pet Requests).

### Possession Grounds [TA-MIRROR-001-E] [LANDLORD][TENANT]

The TA cites Schedule 2 of the Housing Act 1988 (as amended by the Renters' Rights Act 2025) and lists the Section 8 grounds on which the landlord may seek possession. Section 21 (no-fault eviction) has been abolished since 1 May 2026. Cross-reference: Section 69 [POSSESSION-001] (Section 8 Grounds), Section 70 [POSSESSION-002] (Arrears Management).

### Inventory and Condition [TA-MIRROR-001-F] [TENANT][LANDLORD]

The TA references the inventory and check-in condition report. The tenant has 7 working days from check-in to raise any inventory disagreements. Cross-reference: Section 35 [MOVEIN-004] (Inventory Reports), Section 30 [MOVEIN-001] (Letting As Seen).

### Notice and Ending the Tenancy [TA-MIRROR-001-G] [TENANT][LANDLORD]

The TA confirms the tenant's statutory right to end the tenancy at any time on 2 months' written notice (Protection from Eviction Act 1977 s.5(1ZA)(a), inserted by Renters' Rights Act 2025 s.20). Cross-reference: Section 67 [ENDING-001] (Notices to End the Tenancy), Section 68 [ENDING-002] / 68.0 [ENDING-003] (Ending Your Tenancy / Tenant 2-mo notice rights).

### Special Conditions [TA-MIRROR-001-H] [ALL]

The TA may contain landlord-specific special conditions (e.g. agreed pet, agreed alterations). These supplement but do not override statutory rights. Cross-reference: any matter where the TA imposes a tenant obligation should be checked against this Essential Terms doc — if there's a conflict, the more tenant-protective position wins under the RRA framework.

### Signatures [TA-MIRROR-001-I] [ALL]

The TA is signed digitally through the Goodlord platform. Each named tenant on the agreement signs individually. Joint tenants are jointly and severally liable for the full rent and tenancy obligations. A maximum of four named individuals can hold the legal estate jointly under section 56 of the Law of Property Act 1925. Cross-reference: Section 16 [TENANCY-005] (Lodgers / Roommates), Section 27 [APPLY-002] (Holding Deposit).

Appendix C — Glossary [GLOSSARY-001] [ALL]

Purpose. This Glossary defines every acronym, platform name, and specialist term used in this document. Each entry is a single self-contained sentence so that an AI agent retrieving a Glossary chunk can resolve the term without further context.

APT (Assured Periodic Tenancy). The default tenancy type in England since 1 May 2026 under section 4A of the Housing Act 1988 (inserted by section 1 of the Renters' Rights Act 2025). All assured tenancies are now periodic from inception — fixed-term assured tenancies are abolished. See [TENANCY-001], [TENANCY-003], [TENANCY-004].

ARLA. The Association of Residential Letting Agents — a professional body for letting agents, now operating as part of Propertymark. Harvey W James is a Propertymark Protected Agent (No M0243538). See [CONTACT-001].

ASB. Anti-Social Behaviour. See [ASB-001].

AST (Assured Shorthold Tenancy). The dominant pre-RRA private-sector tenancy type, abolished by the Renters' Rights Act 2025 with effect from 1 May 2026. All existing ASTs converted automatically to Assured Periodic Tenancies on that date. Legacy AST material is in Appendix A. See [TENANCY-004].

AIIC. The Association of Independent Inventory Clerks — a trade body whose members produce independent inventories. Harvey W James uses AIIC-accredited clerks for managed properties. See [MOVEIN-004-A].

Awaab's Law. Statutory hazard-response timeframes made an implied term of the lease by section 10A of the Landlord and Tenant Act 1985; section 60 of the Renters' Rights Act 2025 extends section 10A from social housing to private tenancies. Not yet commenced; the private-sector requirements and timescales will be set by regulations. The

social-housing regulations (SI 2025/1042, from 27 October 2025) are the model: 24 hours for an emergency hazard; a significant hazard investigated within 10 working days, a written summary within 3 working days, safety work within 5 working days. See [COMPLY-003], [COMPLY-003-A].

CMP (Client Money Protection). A statutory protection scheme that guarantees client money held by a letting agent. Harvey W James' CMP scheme is operated by Propertymark (Ref C0130307). See [CONTACT-001].

Decent Homes Standard. A property condition standard, extended to the private rented sector from 2035 (government policy statement, 28 January 2026) under section 100 of the Renters' Rights Act 2025. See [COMPLY-003].

DPA 2018. The Data Protection Act 2018 — the UK statute that, together with UK GDPR, governs how landlords and letting agents handle personal data about tenants and clients. See [DATA-001].

EICR (Electrical Installation Condition Report). A statutory periodic electrical safety inspection report. Required at least every five years for almost every private rented home (Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020). See [COMPLY-001].

EPC (Energy Performance Certificate). A statutory rating of a property's energy efficiency. Must be in place before a tenant moves in. See [COMPLY-001].

Form 3A. The prescribed form ("Notice seeking possession of a property let on an assured tenancy or an assured agricultural occupancy in the private rented sector") used to serve a section 8 notice on a private-sector tenancy since 1 May 2026 (SI 2026/354); Form 3 is now the social-housing version. Published by MHCLG on gov.uk under "Assured tenancy forms". See [POSSESSION-001].

Form 4. The pre-1-May-2026 prescribed form for a section 13 rent-increase notice on an Assured Shorthold or Assured Tenancy. Replaced by Form 4A for tenancies from 1 May 2026. Form 4 remains in use for the social rented sector. See [RENT-003].

Form 4A. The post-1-May-2026 prescribed form ("Landlord's notice proposing a new rent for assured tenancies in the private rented sector") used to propose a rent increase under HA1988 section 13(2) as amended. Published by MHCLG on gov.uk under "Assured tenancy forms". See [RENT-003], [RENT-003-A].

GDPR / UK GDPR. The General Data Protection Regulation as it applies in the UK, together with the Data Protection Act 2018. Governs how personal data about tenants and clients is processed. See [DATA-001].

Goodlord. The regulated tenant-facing platform Harvey W James operates on (goodlord.co). Goodlord handles applications, referencing, tenancy agreements, deposits, and rent collection. See [AGENCY-010].

Goodlord Guarantor. A professional guarantor service offered through Goodlord. Provides up to 3 years' guarantor cover for a one-off fee paid by the tenant. The compliant alternative for international students post-rent-in-advance ban. See [APPLY-005].

HA1988. The Housing Act 1988 — the foundational statute governing assured tenancies, as substantially amended by the Renters' Rights Act 2025.

HA2004. The Housing Act 2004 — governs HMO licensing, hazard rating (HHSRS), tenancy deposit protection (Part 6) and, from 2035, the Decent Homes Standard for private rented homes via sections 2A and 2B inserted by section 100 of the Renters' Rights Act 2025.

HHSRS (Housing Health and Safety Rating System). The statutory hazard-rating regime under HA2004 used to identify and act on Category 1 and Category 2 hazards in residential properties.

HLPAS (Housing Loss Prevention Advice Service). A free legal-advice service available to tenants facing possession proceedings, before and on the day of any possession hearing. See [POSSESSION-002-B].

HMO (House in Multiple Occupation). A property occupied by three or more tenants forming more than one household and sharing facilities (kitchen, bathroom, toilet) — defined by Part 2 of the Housing Act 2004. Some HMOs require licensing. See [COMPLY-001], [MARKET-003].

HMRC NRL Scheme. The Non-Resident Landlord scheme operated by HMRC for landlords resident outside the UK. Harvey W James operates under HMRC NRL Scheme No NA062270. See [OVERSEAS-001].

HWJ. Harvey W James Ltd, the lettings agency that issues this document. Companies House Reg No 11169043. Registered office: 1st Floor, 415 High Street, Stratford, London E15 4QZ. See [CONTACT-001].

ICO. The Information Commissioner's Office — the UK regulator for data protection and freedom of information. Landlords processing tenant personal data must register with the ICO. See [DATA-001].

KeyNest. A third-party key-collection-and-handover network used by Harvey W James for property access. See [KEY-001-A].

Lettspay. The regulated client-money platform Harvey W James operates on for landlord-side accounting and compliance (lettspay.co.uk). Lettspay handles rent disbursement, monthly statements, landlord IDV, and UK sanctions checks. See [FEES-004-A].

MHCLG. The Ministry of Housing, Communities and Local Government — the UK government department responsible for housing policy. Publishes the prescribed forms (Form 3A, Form 4A) and operational guidance on the Renters' Rights Act 2025.

NRLA. The National Residential Landlords Association — a UK landlord trade body.

OFSI. The Office of Financial Sanctions Implementation — the UK government agency responsible for the UK sanctions regime. Letting agents are subject to OFSI sanctions-checking obligations since 14 May 2025. See [APPLY-007].

PAT (Portable Appliance Testing). Annual electrical-safety testing of portable appliances. Required for HMOs; recommended for all let properties. See [COMPLY-001] item 7.

PRP (Private Registered Provider). A non-profit or private provider of social housing registered with the Regulator of Social Housing. PRPs have specific permission grounds (1B, 5B, 5D, 5H) under HA1988 Schedule 2 as amended.

PRS (Private Rented Sector). The market segment in which private landlords let properties to tenants on assured tenancies — distinct from the social rented sector.

PRS Database. The Private Rented Sector Database established under Part 2 Chapter 3 of the Renters' Rights Act 2025 (sections 75 onwards). Mandatory landlord and dwelling registration (section 82); regional rollout from 15 December 2026, London 15 July to 14 October 2027, £65 per property per year (GOV.UK, 9 September 2026). See [MARKET-004], [MARKET-004-A].

PRS Ombudsman. The mandatory Private Rented Sector Ombudsman scheme established under Part 2 Chapter 2 of the Renters' Rights Act 2025 (sections 64 onwards). All residential landlords must join once membership is made mandatory — expected in 2028 (government roadmap, 13 November 2025). See [REDRESS-002], [REDRESS-002-A].

Property Redress Scheme. The redress scheme of which Harvey W James is currently a member (Registration No PRS010914) for handling agency complaints. Will be supplemented by the PRS Ombudsman for landlord-conduct complaints once landlord membership is mandatory (expected 2028). See [REDRESS-001].

Propertymark. The UK professional body for property agents. Harvey W James is a Propertymark Protected Agent (No M0243538). Operates the CMP scheme used by Harvey W James. See [CONTACT-001].

RRA / RRA 2025. The Renters' Rights Act 2025 (chapter 26) — the UK statute that received Royal Assent on 27 October 2025 and which abolishes assured shorthold tenancies, abolishes section 21 "no-fault" eviction, introduces the Private Rented Sector Database, the PRS Ombudsman, the rental-bidding ban, the rent-in-advance ban, and the statutory pet right.

RRO (Rent Repayment Order). A statutory order requiring a landlord or agent to repay rent received during a period in which they were committing a relevant housing offence. Maximum award extended to 24 months by the Renters' Rights Act 2025. See [RRO-001].

RSL (Registered Social Landlord). A non-profit body, typically a housing association, that provides social housing. Has access to specialist Schedule 2 grounds (5A, 5B, 5D, 5H, 6A) not available to private landlords.

Section 8. The route to possession of an assured tenancy under section 8 of the Housing Act 1988, citing one or more of the grounds in Schedule 2. The only route to possession for assured tenancies since 1 May 2026, following the abolition of section 21. See [POSSESSION-001].

Section 13. The statutory rent-increase mechanism under section 13 of the Housing Act 1988 (as amended by RRA section 6). Used with Form 4A in the private rented sector. Capped at the open-market rent; once per 12-month period; tenant has the right to challenge at the First-tier Tribunal under HA1988 s.14(A3). See [RENT-003], [RENT-003-A].

Section 21. The pre-RRA "no-fault" eviction route under section 21 of the Housing Act 1988. Abolished by the Renters' Rights Act 2025 with effect from 1 May 2026. Transitional handling of pre-1-May-2026 Section 21 notices is in Appendix A.2 [LEGACY-S21-001].

TDS (Tenancy Deposit Scheme). The deposit-protection scheme used by Harvey W James to protect tenant deposits as required by the Housing Act 2004. See [DEPOSIT-001].

TFA 2019 (Tenant Fees Act 2019). The UK statute governing what payments may lawfully be required of a tenant. Substantially amended by the Renters' Rights Act 2025 sections 8 and 9 to insert the rent-in-advance ban via new TFA section 5A. See [RENT-004].

Viewber. A third-party network of trained property viewers used by Harvey W James to conduct property viewings outside its in-house team. See [AGENCY-002] subsection 5.1.

Appendix D — Frequently Asked Questions [FAQ-001] [ALL]

Purpose. This FAQ answers the most common questions tenants, landlords, and applicants ask Harvey W James in writing or via web chat. Each answer is self-contained and points to the canonical Stable ID for follow-up. AI agents retrieving from this document should prefer the FAQ chunk for direct user-question matches.

## FAQ for tenants

Q: How much notice do I need to give to leave my tenancy? A: Two months' written notice. Since 1 May 2026 every assured tenancy in England has been periodic, and tenants have a statutory right to end the tenancy at any time on at least 2 months' written notice (Protection from Eviction Act 1977 s.5(1ZA)(a), inserted by Renters' Rights Act 2025 s.20). The notice must end on a day on which rent is due, or the day before. See [ENDING-002], [ENDING-003], [TA-MIRROR-001-G].

Q: Can my landlord increase my rent? How often? A: Yes, but only once per 12-month period, only via a Section 13 notice on Form 4A (the post-1-May-2026 prescribed form), and only with at least 2 months' notice. The proposed new rent cannot exceed the open-market rent. See [RENT-003], [RENT-003-A].

Q: What can I do if I think my proposed rent increase is too high? A: Refer the proposed rent to the First-tier Tribunal under section 14(A3) of the Housing Act 1988 (inserted by section 7 of the Renters' Rights Act 2025) before the start date in the notice. The Tribunal sets the open-market rent where that is lower than the figure proposed, and otherwise the figure proposed — it cannot order a higher rent than the landlord asked for (Housing Act 1988 s.14ZB(5)). The new rent takes effect from the date in the notice if that falls on or after the Tribunal's determination, otherwise from the first rent period after the determination (s.14ZB(3)). See [RENT-003], [RENT-003-A].

Q: How do I request a pet? A: Make the request in writing to your landlord (or to Harvey W James for managed properties — email pets@harveywjames.com). Include species, breed, age, size at maturity, and how the pet will live in the property. Under section 16A of the Housing Act 1988 (inserted by section 11 of the Renters' Rights Act 2025), the landlord must give a written response within 28 days, plus 7 additional days if the landlord reasonably asks for further information. See [PET-001], [TA-MIRROR-001-D].

Q: What if my landlord refuses my pet request unreasonably? A: An unreasonable refusal is a breach of the implied term inserted into your tenancy by section 16A of HA1988. The court may order specific performance of the obligation. Reasonable refusals include where keeping the pet would breach a superior landlord's terms. See [PET-001].

Q: What is the deposit cap? A: 5 weeks' rent if your annual rent is less than £50,000; 6 weeks' rent if your annual rent is £50,000 or more. The cap is set by the Tenant Fees Act

2019. The deposit must be protected in a government-approved scheme. See [DEPOSIT-001], [TA-MIRROR-001-C].

Q: When do I get my deposit back? A: After the tenancy ends, your deposit is returned to you minus any agreed deductions for damage beyond fair wear and tear, unpaid rent, or unpaid bills. Harvey W James uses the Tenancy Deposit Scheme (TDS) for managed properties; if you and the landlord cannot agree, TDS provides a free dispute-resolution service. See [DEPOSIT-001], [DEPOSIT-002].

Q: What is a holding deposit? A: A payment of up to one week's rent, paid to reserve a property while referencing is completed. Held for up to 15 days under the Tenant Fees Act 2019. Returned to you if the application proceeds (typically applied to your first month's rent or to your security deposit), or withheld if you withdraw, fail Right-to-Rent checks, or provide materially false information. See [APPLY-002].

Q: How does Goodlord referencing work? A: Goodlord runs Harvey W James' tenant referencing through a regulated third-party platform. You provide ID, income evidence, employment confirmation, and previous-landlord references. Goodlord verifies these and produces a referencing decision (Pass / Pass with Conditions / Fail). The whole process typically takes 2-7 working days. See [APPLY-001], [APPLY-001-B], [APPLY-008].

Q: What happens if I fail referencing? A: You can re-apply with a guarantor, with the Goodlord Guarantor service (a professional guarantor product covering up to 3 years for a one-off fee), or with a different property. Failed referencing alone is not discrimination provided the criteria were applied consistently. See [APPLY-005], [APPLY-008].

Q: Can I be evicted without a reason? A: No. Section 21 "no-fault" eviction was abolished on 1 May 2026 by section 2 of the Renters' Rights Act 2025. Possession of an assured periodic tenancy is now only available via Section 8, which requires the landlord to prove a specific ground in Schedule 2 to the Housing Act 1988 (as amended). See [POSSESSION-001].

Q: What is a Section 8 notice? A: A formal notice under section 8 of the Housing Act 1988 stating one or more grounds on which the landlord is seeking possession. The grounds, notice periods, and whether each is mandatory or discretionary are set out in §69 of this document. The prescribed form for a private-sector tenancy since 1 May 2026 is Form 3A (SI 2026/354). See [POSSESSION-001].

Q: How long does the eviction process take? A: The notice period itself ranges from immediate (Ground 14, anti-social behaviour) to 4 months (Ground 1, landlord occupation). After the notice period expires the landlord must apply to court for a possession order, which typically takes several months. Even on a mandatory ground, the full process commonly takes 3-6 months from notice to bailiff appointment. See [POSSESSION-001], [POSSESSION-002-B].

Q: Can I be evicted for being in rent arrears? A: Mandatory eviction under Ground 8 requires at least 13 weeks' rent owed (for weekly tenancies) or at least 3 months' rent owed (for monthly tenancies) at both the date of the notice and the date of the hearing — thresholds raised by Schedule 1 of the Renters' Rights Act 2025. Universal Credit payment delays are excluded from the calculation. Discretionary eviction under Ground 10 or 11 may be possible for lesser arrears. See [POSSESSION-001], [POSSESSION-002].

Q: How do I report an emergency repair? A: For Harvey W James managed properties, emergencies (loss of heating in cold weather; loss of hot water, water or power; uncontainable leaks; security failures; fire damage) are reported via the 24/7 emergency line on 020 3865 1500. Awaab's Law (reaching the private rented sector on a date still to be set by regulations) will require emergency hazards to be dealt with within 24 hours; Harvey W James already works to contact within 4 hours and attendance within 24 hours for emergency hazards. See [REPAIR-002], [COMPLY-003], [COMPLY-003-A].

Q: How do I make a complaint about my landlord or Harvey W James? A: Step 1 — write to harvey@harveywjames.com with the issue, date, and resolution sought. Acknowledgment within 3 working days, substantive response within 15 working days, final response within 10 working days of request. Step 2 — escalate to the Property Redress Scheme (PRS010914) or, once landlord membership is mandatory (expected 2028), to the new PRS Ombudsman. See [REDRESS-001], [REDRESS-002], [REDRESS-002-A].

Q: Do I need contents insurance? A: Recommended but not legally required. The landlord insures the building structure and any landlord-supplied contents. Tenants are responsible for their own belongings and for any damage they cause. Goodlord offers an optional Tenants Liability and Contents Insurance product (Defaqto 5-star, up to £5,000 tenant-liability cover) at the point of referencing. See [INSURE-002].

FAQ for landlords

Q: How do I increase rent on my tenancy? A: Serve a Section 13 notice on Form 4A (the post-1-May-2026 prescribed form). Maximum once per 12-month period, minimum 2 months' notice, capped at the open-market rent. The tenant may challenge at the First-tier Tribunal; expect a meaningful proportion to do so. Harvey W James managed clients receive an annual valuation as part of the rent-review process. See [RENT-003], [RENT-003-A].

Q: What grounds can I use to evict a tenant? A: Possession is only available via Section 8 of the Housing Act 1988 since 1 May 2026. The grounds are listed in Schedule 2 (as amended by Schedule 1 of the Renters' Rights Act 2025). For private-sector landlords, the operationally relevant mandatory grounds are 1 (landlord occupation), 1A (sale), 2 (mortgagee sale), 4A (student HMO), 6 (redevelopment), 6B (enforcement-action compliance), 7 (death of tenant), 7A (severe ASB), 7B (no right to rent), and 8 (serious rent arrears). Relevant discretionary grounds: 9-15, 17. Specialist grounds (5A-5H, 6A, 14A, 18) typically apply only to PRPs/charities/agricultural/social/supported-accommodation contexts. See [POSSESSION-001].

Q: How long is the notice period for the ground I want to use? A: Common notice periods: Grounds 1, 1A, 1B, 2, 2ZA-2ZD, 4A, 6, 6A, 6B → 4 months. Grounds 5, 5A, 5B, 5C, 5D, 5H, 7, 9 → 2 months. Grounds 5E, 5F, 5G, 8, 10, 11, 18 → 4 weeks. Grounds 4, 7B, 12, 13, 14ZA, 14A, 15, 17 → 2 weeks. Grounds 7A and 14 → no notice (apply to court immediately, but the court cannot order possession for 14 days from service). See the full table in [POSSESSION-001].

Q: Can I refuse a pet request? A: Yes, but only on reasonable grounds — see section 16B(4) of the Housing Act 1988. Reasonable grounds include where keeping the pet would breach a superior landlord's terms or where the superior landlord has refused consent despite reasonable steps to obtain it. "I just don't want pets" is not a reasonable ground; the tenant may take the matter to court for specific performance. See [PET-001].

Q: Do I need to register with the PRS Database? A: Yes. Section 82 of the Renters' Rights Act 2025 puts a duty on every residential landlord to hold an active entry for themselves and for each let dwelling, and a property cannot be marketed without both. GOV.UK's 'Register your rental property' service opens on 15 December 2026 in the West Midlands and reaches London on 15 July 2027 (deadline 14 October 2027; £65 per property per year). The registration is the landlord's to start; Harvey W James tells every managed landlord when their window opens, helps with the entries as far as the regulations allow, and carries the identifiers on every advert it runs. See [MARKET-004], [MARKET-004-A].

Q: What is the Decent Homes Standard and when does it apply? A: The Decent Homes Standard is a property condition standard that, from 2035, will apply to private rented properties under section 100 of the Renters' Rights Act 2025 and Schedule 4 (government policy statement, 28 January 2026). Awaab's Law (statutory hazard-response timeframes) is extended by section 60 of the Act on a date still to be set by regulations. Properties failing the standard will face enforcement action and potential restrictions on letting. See [COMPLY-003].

Q: Was there anything to do by 31 May 2026? A: Yes — every tenant whose tenancy existed on 1 May 2026 had to be served a government-prescribed written information sheet by 31 May 2026 (Schedule 6 paragraph 7 of the Renters' Rights Act 2025 and the supporting Statutory Instrument). For Harvey W James managed properties this is served on the landlord's behalf; for non-managed tenancies the landlord is responsible, and any late service should be corrected now. See [STATUTORY-001].

FAQ for applicants and general queries

Q: Do I have to pay a fee to register on Harvey W James' applicant database? A: No. It is illegal under the Tenant Fees Act 2019 for a letting agent to charge a fee to register a tenant or applicant. The only payments tenants may be lawfully required to make are listed in Schedule 1 of the Tenant Fees Act 2019 (rent, deposit, holding deposit, certain default payments). See [RENT-004].

Q: Can a landlord refuse my application because I have children, or because I receive Universal Credit / Housing Benefit? A: No. Discrimination on the grounds of children or benefits status is prohibited by Part 1 Chapter 3 of the Renters' Rights Act 2025 (sections 33-42). Discriminatory terms in a tenancy are unenforceable. Discriminatory advertising or refusal can carry financial penalties. Harvey W James assesses every applicant on objective criteria — affordability, references, conduct — applied consistently to everyone. See [DISCRIM-001].

Q: Can a landlord ask for rent in advance? A: No. Two prohibitions apply since 1 May 2026: (i) section 8 of the Renters' Rights Act 2025 (inserting section 4B into the Housing Act 1988) bans rent in advance once the tenancy is entered into; (ii) section 9 (amending the Tenant Fees Act 2019) bans pre-tenancy payments of rent in advance. The tenant may pay the first month's rent at the start; anything more is unlawful. The compliant alternative for international students is the Goodlord Guarantor service. See [RENTADV-001], [APPLY-005].

Q: Can a landlord run a bidding war to push the rent up? A: No. Section 56 of the Renters' Rights Act 2025 prohibits soliciting or accepting rent above the figure advertised. Allocation of multiple acceptable offers is on a first-come basis. Harvey W James operates a first-come allocation process. See [BIDDING-001].

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## Topic Index

Cross-cutting topics in alphabetical order, with the Stable IDs of every section that addresses each topic. Use this index when you need to follow a single thread (e.g. how rent works, how possession works) across multiple parts of the doc.


### A – B

**Anti-discrimination** → [DISCRIM-001]
**Anti-social behaviour** → [ASB-001], [ASB-002], 61.2–61.4 ASB sub-sections
**Awaab's Law** → [COMPLY-003], [COMPLY-003-A]
**Bills Included** → [UTIL-003-A]
**Boiler / hot water** → [REPAIR-004], [REPAIR-009]
**Break clauses (legacy, pre-RRA)** → [LEGACY-BREAK-001] (Appendix A.1)

### C – D

**CO / smoke alarms** → [COMPLY-002]
**Communications and consent** → [AGENCY-004], [AGENCY-006]
**Compliance certificates** → [COMPLY-001]
**Contracts and tenancy agreement generation** → [TENANCY-004]
**Council tax** → [UTIL-001]
**Data protection / GDPR** → [DATA-001]
**Decent Homes Standard** → [COMPLY-003], [COMPLY-003-A]
**Deposit** → [DEPOSIT-001], [DEPOSIT-002], [TA-MIRROR-001-C]
**Discrimination** → [DISCRIM-001]

### E – H

**Emergency repairs** → [REPAIR-002]
**Ending the tenancy (tenant)** → [ENDING-001], [ENDING-002], [ENDING-003], [TA-MIRROR-001-G]
**Eviction (Section 8)** → [POSSESSION-001], [TA-MIRROR-001-E]
**Eviction (Section 21, abolished)** → [LEGACY-S21-001] (Appendix A.2)
**First-tier Tribunal (rent challenge)** → [RENT-003]
**Furnishings** → [MOVEIN-002]
**Gas safety** → [REPAIR-003]
**Goodlord platform** → [AGENCY-010] (Section 11.5), [APPLY-001], [APPLY-005], [APPLY-006], [APPLY-007], [APPLY-008], [UTIL-003-A], [POSSESSION-002-A], [INSURE-002]
**Goodlord Guarantor** → [APPLY-005]
**Holding deposit** → [APPLY-002]

### I – M

**Identity verification (Right to Rent)** → [APPLY-001], [APPLY-008]
**Insurance (landlord)** → [INSURE-001], [RENT-002]
**Insurance (tenant Liability + Contents)** → [INSURE-002]
**Inventory** → [MOVEIN-003], [TA-MIRROR-001-F]
**Joint tenants** → [TENANCY-005], [APPLY-002]
**Keys and key handling** → [KEY-001]
**Landlord obligations** → [TENANCY-002]
**Lettspay platform** → [AGENCY-010] (Section 11.6), [APPLY-007]
**Maintenance** → [REPAIR-001], [REPAIR-002], [REPAIR-003], [REPAIR-009]
**Marketing** → [MARKET-001]
**Mould / damp / condensation** → [REPAIR-007], [REPAIR-008]
**Move-in** → [MOVEIN-001] through [MOVEIN-006]

### N – R

**Notice (tenant 2-mo statutory)** → [ENDING-003], [TA-MIRROR-001-G]
**Overseas landlords (HMRC NRL)** → [OVERSEAS-001]
**Overstay** → [POSSESSION-003]
**Pest control** → [REPAIR-006]
**Pet right (RRA s.11)** → [PET-001], [TA-MIRROR-001-D]
**Photoshoot** → [MARKET-002]
**PRS Database** → [MARKET-004], [MARKET-004-A]
**PRS Ombudsman** → [REDRESS-002], [REDRESS-002-A]
**Quiet enjoyment** → [ASB-002]
**Referencing** → [APPLY-001], [APPLY-008]
**Rent (general)** → [RENT-001]
**Rent collection** → [POSSESSION-002], [POSSESSION-002-A]
**Rent guarantee insurance** → [RENT-002]
**Rent in advance ban (RRA s.8)** → [RENTADV-001], [RENTADV-002]
**Rent reviews (HA1988 s.13)** → [RENT-003], [TA-MIRROR-001-B]
**Rent Repayment Orders** → [RRO-001]
**Rental bidding ban (RRA s.56)** → [BIDDING-001]
**Repair appointments** → [REPAIR-002]
**Right to Rent** → [APPLY-001], [APPLY-008]

### S – Z

**Sanctions compliance (UK)** → [APPLY-007], [AGENCY-010]
**Service charges / ground rent** → [UTIL-002]
**Statutory written information (31 May 2026)** → [STATUTORY-001]
**Student accommodation** → [RENT-003] (within Section 41.2 framing)
**Supervision** → [FEES-003]
**Tenancy agreements (TA Mirror)** → [TENANCY-004], [TA-MIRROR-001] (End Matter)
**Tenant rights (at-a-glance)** → [TENANCY-001]
**Tenant-like manner** → [TENANT-USE-001]
**Tenant Fees Act schedule** → [RENT-004]
**Tenant 2-month statutory notice** → [ENDING-003]
**Utilities** → [UTIL-001], [UTIL-002], [UTIL-003], [UTIL-003-A]
**Voluntary upfront prepayment** → [RENTADV-002]
**Void period management** → [VOID-002]

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## Scenario Index

Sixteen real scenarios staff and agents commonly encounter. Each scenario points to the relevant Stable IDs and indicates which agent (ATLAS / Athena / Archie) is the natural first responder. Use this index to navigate by use case rather than by topic.

### 1. Tenant requests a pet mid-tenancy

Refer to [PET-001] for the statutory mechanics (28+7+7 day mechanism under HA1988 s.16A inserted by RRA s.11). Athena triages the request, drafts the landlord notification, tracks the response window, and reverts to the tenant with the landlord's decision in writing. ATLAS verifies any unusual statutory cite the request raises.

### 2. Landlord wants to increase rent

Refer to [RENT-003] for Section 13 mechanics + tribunal-appeal expectation. The Section 13 rent review uses Form 4A (HA1988 s.13 as amended by RRA s.6); 2 months' written notice; capped at open market rent; max once per 12-month period. Archie schedules the review against the tenancy anniversary. Athena drafts the Form 4A and the cover letter; ATLAS verifies the open market rent against current comparables.

### 3. Tenant misses a rent payment

Refer to [POSSESSION-002], [POSSESSION-002-A] for the arrears workflow (day 1 / 5 / 7 / 14 / 30 / 60 escalation: day 30 = two months' rent unpaid, Grounds 10 and 11; day 60 = once the third month's rent has fallen due and is unpaid (three months' rent unpaid), the Ground 8 threshold). Goodlord Lettings Accounts triggers the standard cadence; Athena handles tenant communications; ATLAS evaluates whether the arrears qualify for a Section 8 Ground 8 / 10 / 11 notice. If Rent Guarantee is in place ([RENT-002]), policy claim initiates at day 60.

### 4. Tenant wants to end the tenancy early

Refer to [ENDING-002], [ENDING-003], [TA-MIRROR-001-G]. Tenant has statutory right to give 2 months' written notice under Protection from Eviction Act 1977 s.5(1ZA)(a) (inserted by Renters' Rights Act 2025 s.20). Athena acknowledges, confirms end date, schedules check-out + deposit return process via [DEPOSIT-002].

### 5. Tenant offers to pay 6 months upfront (overseas tenant scenario)

Refer to [RENTADV-002] (voluntary upfront prepayment, solicitor-pending). Default position: do not solicit; recommend Goodlord Guarantor [APPLY-005] as the compliant route. If tenant insists, apply the seven-point risk-transfer protocol from 23.4. ATLAS verifies the position is still solicitor-pending.

### 6. New landlord onboarding

Refer to [FEES-004] (appointment), [AGENCY-010] (Section 11.6 Lettspay for client accounting + landlord IDV/sanctions), [MARKET-004], [MARKET-004-A] (PRS Database registration). Sanctions check via Lettspay; PRS Database registration before marketing; management agreement on Lettspay.

### 7. New tenant application coming in

Refer to [APPLY-001], [APPLY-007], [APPLY-008]. Goodlord referencing on PRO or Priority tier; sanctions check at start of referencing; Right to Rent verification; affordability test (30x individual / 36x guarantor). If borderline, offer Goodlord Guarantor [APPLY-005].

### 8. Sanctions list match on a tenant or landlord

Refer to [APPLY-007]. STOP. Escalate to senior staff immediately. Do not proceed with the tenancy or instruction. Do not release funds. Report to OFSI as required. Applicant or landlord may apply to OFSI for a licence; Harvey W James cannot grant a licence.

### 9. Emergency hazard reported (heating failure, leak, security failure)

Refer to [COMPLY-003], [COMPLY-003-A]. 24-hour expected statutory window: contact contractor within 4 hours; arrange attendance within 24 hours. Documentary trail on Goodlord. If landlord refuses authorisation, escalate to compliance notice and advise tenant of [REDRESS-002] / [RRO-001] rights.

### 10. Significant hazard reported (damp, mould, structural)

Refer to [COMPLY-003], [COMPLY-003-A]. 10-working-day expected statutory window. Inspect within 3 working days; instruct contractor within 5 working days; chase completion within 10 working days.

### 11. Tenant complaint not resolved internally

Refer to [REDRESS-001], [REDRESS-002], [REDRESS-002-A]. Step 1 acknowledge in 3 working days; Step 2 substantive response within 15 working days; Step 3 final response within 10 working days; Step 4 referral to the Property Redress Scheme (complaints about us) once our final response is issued or 8 weeks after the first written complaint; Step 5 the scheme investigates and decides.

### 12. Statutory written info due to existing tenant (31 May 2026 deadline)

Refer to [STATUTORY-001]. The deadline was 31 May 2026 (per Schedule 6 paragraph 7 of the RRA 2025 + SI 2026/421) for every tenant whose tenancy existed on 1 May 2026 to be served the prescribed written information about the tenancy. Athena handles delivery via email; tracks the per-tenant served-date register.

### 13. Joint tenancy — one tenant wants to leave, others want to stay

Refer to [TENANCY-005], [ENDING-002], [ENDING-003]. Joint and several liability rule (max four named tenants per Law of Property Act 1925 s.56). Departing tenant gives 2 months' statutory notice on behalf of the joint tenancy — this ends the tenancy for everyone unless landlord and remaining tenants agree to a fresh tenancy. Athena handles the negotiation; ATLAS validates the legal position.

### 14. Section 8 possession claim (arrears, anti-social behaviour, mandatory ground)

Refer to [POSSESSION-001]. Identify the right ground from the Schedule 2 reference table; serve the prescribed notice; commence court action after the notice period. Standard mandatory grounds: 1, 1A, 1B, 4A, 6A. Discretionary grounds: 14, 14A, 14ZA. Engage external solicitor for any case where ground 14 (anti-social behaviour) is in play.

### 15. Rent in advance prohibition raised by an applicant

Refer to [RENTADV-001]. Harvey W James cannot require rent in advance as a condition of granting the tenancy under HA1988 s.4B (inserted by RRA s.8). Recommend Goodlord Guarantor [APPLY-005] as the compliant alternative. If the applicant insists on voluntary upfront, apply [RENTADV-002] protocol.

### 16. Landlord wants to renew or extend a fixed term

Refer to [TENANCY-004]. Since 1 May 2026, every assured tenancy is periodic from inception under HA1988 s.4A inserted by RRA s.1. Landlords cannot renew or extend a fixed term. Tenancy continues automatically until tenant gives 2 months' notice or landlord obtains possession on a

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Section 8 ground. Educate the landlord; do not issue a renewal notice or fixed-term extension agreement.