



TENANCY GUIDE **UPDATED FOR THE RENTERS' RIGHTS ACT** **2025**

TENANCY GUIDE

These terms and conditions apply to the letting of a residential property through Element Properties & Co. and govern the relationship between the Tenant(s) ("you", "your"), the Landlord(s) of the property (as named in the tenancy agreement), and Element Properties Alexandra Park Ltd (company number 10351289), trading as Element Properties & Co. (the "Agent", "we", "us", "our"), who is instructed by the Landlord(s) to let and, where applicable, manage the property.





DATA PROTECTION

Element Properties & Co will only use your personal data for the purposes for which it has been provided or for other lawful purposes. Your personal data will be held for as long as necessary for these purposes and will not be passed to any third parties unless required for the performance of our services to you, or by law. Employees and any third parties we engage with to provide you a service are obligated to respect the confidentiality of your personal data and comply with all obligations imposed on them under UK data protection legislation.

As part of our service to you, your personal data will be shared with our Home Setup Service partners — Ethical Introductions Limited (t/a Just Move In) and/or Help The Move — both of whom act as separate data controllers of the personal data they receive for the purpose of providing the Home Setup Service described under "Utilities" below. You may opt out of receiving the Home Setup Service by notifying us in writing before the start of your tenancy.

For further details, including our lawful bases for processing, retention periods and your rights as a data subject, please see our Privacy Notice at elementproperties.co.uk

IMPORTANT

This is an important document so please ensure that you read the terms carefully. It may commit you to certain actions and obligations. And if you are unsure of your legal rights, please consult a housing advice centre, solicitor or Citizens' Advice Bureau.

All tenants must sign the declaration where indicated via our document signing system.

We are members of the Property Redress Scheme and subscribe to their conditions of membership. We are also a member of Client Money Protect, a government-approved Client Money Protection scheme. Details of our membership are available on request.

Please note that all applications are not binding until all tenants (and guarantors where applicable) have signed the Assured Periodic Tenancy agreement. Upon signature, you are legally bound by the terms of the Assured Periodic Tenancy agreement.

RESERVING A PROPERTY

To reserve a property and have it marked as "Under Offer," you must pay a **holding deposit equal to one week's rent**.

Within **15 calendar days** of paying the holding deposit (the "Deadline for Agreement"), you must pass referencing and sign the Tenancy Agreement (and any Deed of Guarantee). This deadline can be extended by mutual written agreement between you and the landlord (or the landlord's agent).

Under the Tenant Fees Act 2019, the landlord may retain your holding deposit only if you:

- withdraw from the proposed tenancy;
- fail a Right to Rent check;
- provide false or misleading information that the landlord is reasonably entitled to take into account;
or
- fail to sign the Tenancy Agreement (and any Deed of Guarantee) by the Deadline for Agreement.

If the holding deposit is retained, the landlord must give you **written reasons within 7 days** of the decision (or within 7 days of the Deadline for Agreement, whichever is earlier).

In all other circumstances — including where the landlord or agent withdraws the property, or the application cannot proceed for reasons that are not your fault — the holding deposit will be **refunded in full within 7 days**.





If the tenancy goes ahead, the holding deposit will be applied towards the **security deposit**, and you confirm your consent to this by signing this Tenancy Guide. If you would prefer the holding deposit to be applied towards your first month's rent instead, please notify us in writing before the tenancy commences.

IMPORTANT

The holding deposit is used as security for the landlord and will be refunded should the landlord not proceed for any reason.

If the property is withdrawn by the Landlord or by us and the tenancy application cannot proceed due to no fault of the applicant, the holding deposit will be returned within 7 days.

MOVING IN

Move in dates to the rented property will take place on a day and time to be agreed between the prospective tenants, the landlord and an inventory clerk who will conduct the check-in if one has been arranged.

Please note that under no circumstances will tenants be checked into a property unless and until:

- All necessary payments have been paid in full and cleared funds have been received into our bank account.
- All references have been completed and applicants are confirmed as suitable tenants by the independent referencing agency.
- All tenants and guarantors have signed the necessary legal documentation **before** the commencement of the Tenancy, i.e. before taking up authorised occupancy.
- Copies of passports and visas (where required) to complete the right to rent checks have been provided.

If instructed, the check-in will take place at the property. An independent inventory clerk will prepare the inventory on or before the move-in date and the tenants will be sent this document by email within 5 days of moving into the property.

Tenants then have 7 days from receipt of the inventory in which to raise any queries or disagreements on the inventory or condition of the property for resolution with Element Properties & Co or the landlord subject to the service chosen. If we/the landlord do not hear from the tenants within 7 days, it will be assumed that there are no disputes or discrepancies with the inventory.

Each tenant will be given one set of keys each. Any further sets required must be ordered in advance and will be at the Tenants expense and providing the landlord gives written consent. All sets of keys must be returned at the end of the Tenancy.

SECURITY DEPOSIT

After you have signed the tenancy agreement and before the tenancy commences, you must pay the security deposit in cleared funds. Under the Tenant Fees Act 2019, the deposit is capped at:

- **5 weeks' rent** where the annual rent is less than £50,000, or
- **6 weeks' rent** where the annual rent is £50,000 or more.

The deposit will be protected in one of the three government-approved tenancy deposit protection schemes (MyDeposits, the Deposit Protection Service, or the Tenancy Deposit Scheme). We will confirm which scheme has been used, and whether the deposit is held under a **custodial** arrangement (held by the scheme) or an **insured** arrangement (held by the landlord or agent and insured by the scheme).

Where Element Properties & Co holds the deposit, it will be protected with **MyDeposits**. Where the landlord holds the deposit themselves (for example, on a let-only service), it will be protected with one of the three government-approved tenancy deposit protection schemes. Your tenancy agreement and the Prescribed Information document provided to you at the start of the tenancy will confirm which scheme has been used.

In accordance with the Housing Act 2004, your deposit will be protected and the **Prescribed Information** about the protection will be provided to you within **30 calendar days** of our receipt of the deposit.





At the end of the tenancy, the deposit will be returned to you less any agreed deductions for damage beyond fair wear and tear, unpaid rent, or other outstanding costs the landlord is entitled to recover under the tenancy agreement. The end-of-tenancy process is set out in the **Deposit Return** section below.

RENTAL PAYMENTS

We will ask you to set up **one** standing order mandate directly with your bank for the total rent payable per calendar month (payable monthly in advance) prior to the commencement of the tenancy. Please note that the mandate should be dated at least three days prior to the rent due date allowing sufficient time for funds to clear into our account on the rent due date and to avoid any unnecessary late payment charges.

It is the tenant's responsibility to check that your bank has received instructions to make payment for the entire term of the tenancy. Element Properties & Co cannot be held responsible for late payment due to your bank not receiving instructions.

The rent payable will not be more than the advertised amount.

RENTAL INCREASES

Your landlord can only increase the rent once in any 12-month period, and the first increase cannot take effect within 52 weeks of the start of the tenancy. The landlord must propose any increase using the procedure in section 13 of the Housing Act 1988 (as amended by the Renters' Rights Act 2025), by serving a notice in the form prescribed from time to time. The landlord must give you at least 2 months' notice of the proposed new rent. If you believe the proposed rent is above the open market rent, you may refer the proposal to the First-tier Tribunal (Property Chamber), which will determine the open market rent for the Property.

UNPAID / LATE RENT

If any rent remains unpaid **14 days or more** after the due date, simple interest will be charged at **3% per annum above the Bank of England base rate** in force on the date the rent fell due. Interest will accrue daily from the 15th day after the due date until the outstanding rent (together with accrued interest) is paid in full. This is the only charge that may be made for late payment of rent, in accordance with the Tenant Fees Act 2019.

TENANCY AGREEMENT

Under the Renters' Rights Act 2025, tenancy agreements no longer have a fixed term and run as periodic tenancies from month to month. If you want to end your tenancy, you must give your landlord at least **2 months' written notice**. The notice must be timed so that the tenancy ends on a rent due date, or the day before — it cannot end partway through a rental period. You must continue to pay rent during the notice period.

A shorter notice period can be agreed in writing between you and your landlord, but only if all joint tenants (where applicable) consent.

CHANGE OF SHARER (TENANTS REQUEST SUBJECT TO LANDLORD'S AGREEMENT)

Where there is more than one tenant that has entered into the tenancy and one tenant wishes to move out, you may be able to replace that outgoing tenant with an incoming tenant, but only if the landlord and the remaining tenants agree.

Where agreement is obtained to cover the costs associated with taking landlord's instructions, new tenant referencing, Right to Rent checks deposit registration, and dealing with a variation of the tenancy agreement, you will be charged £50 (inc VAT) or the agents/landlords reasonable costs if higher.





MOVING OUT

Prior to vacating the property any monies outstanding must be paid before the final check-out appointment. An independent inventory clerk will be appointed to conduct a check-out and will compare the condition of the property against the inventory check-in and discuss any deductions to be made in respect of cleaning or damage. If a check-in has not been organised this will be for the landlord and tenant to organise between themselves depending on the service chosen. All keys and security devices must be handed over at this time.

DEPOSIT RETURN

At the end of the tenancy, the security deposit will be returned to you (less any agreed deductions) by bank transfer within 10 working days of you and the landlord agreeing the deductions to be made. You must provide your bank details promptly to enable this.

Your deposit must be protected throughout the tenancy with one of the government-approved tenancy deposit protection schemes:

- MyDeposits (www.mydeposits.co.uk)
 - The Deposit Protection Service (www.depositprotection.com)
 - Tenancy Deposit Scheme (www.tenancydepositscheme.com)

Your tenancy agreement and the Prescribed Information document provided to you at the start of the tenancy will confirm which scheme has been used and whether the deposit is held by the scheme (custodial) or by the landlord/agent under an insurance arrangement (insured).

If there is a dispute about deductions, the deposit will remain protected while the matter is resolved through the scheme's free dispute resolution service, or through the courts if either party prefers.

Each scheme operates its own dispute resolution process and timelines may vary slightly.

UTILITIES

The tenants are liable for all payments in respect of gas, electricity, water, cable services, TV licence, telephone charges, and any other utilities and supplies to the property. All tenants will receive, at no extra charge, our Home Setup Service which comprises arranging change of occupation notifications for council tax and utilities, as well as setting up optional services such as broadband, TV, phone, insurance, and/or where requested other home or move related needs such as contents insurances, storage or removals (known as "Home Setup Services").

The Home Setup Service is provided on the Agent's behalf by Ethical Introductions Limited (trading as Just Move In) and/or Help The Move. Both providers will receive your personal data (name, contact details, tenancy start date, and property address) for the purpose of providing the service. They may contact you by telephone, text or email to confirm the scope of the service and to offer assistance with additional services such as broadband, TV, media services, contents insurance, storage or removals. You may decline any of these additional services. If you would prefer not to receive the Home Setup Service at all, please notify us in writing before the start of your tenancy.

PROPERTY MAINTENANCE

Element Properties & Co is responsible for all maintenance matters on managed properties only. All works to managed properties must be undertaken by authorised contractors. Tenants may be liable for unauthorised maintenance work.





STAMP DUTY LAND TAX (SDLT)

Stamp Duty Land Tax (SDLT) does not apply to the rent element of assured tenancies. HM Treasury confirmed on 22 April 2026 that legislation will be introduced retrospectively from 1 May 2026 to put this beyond doubt, and HMRC is not collecting SDLT on assured tenancy rents in the interim.

INSURANCE

Please note that the Landlords Insurance does not cover tenants' contents or possessions. You should consider a Tenants Contents insurance policy that will include Public Liability cover and protection for the Landlord's fixtures and fittings against accidental damage. You will be able to discuss your requirements for this with our Home Setup Service partner as part of the service offered.

COMMUNICATION

We will obtain your contact information (address, email address and telephone numbers) from you at the beginning of your application. If these details change during the tenancy, it is your obligation to inform us without delay. Prior to and during your tenancy, we will communicate with you usually by phone, email and text messages. Where the tenancy agreement permits, formal notices may also be served by email and will have legal effect from the time specified in the tenancy agreement. Your personal information will be processed in accordance with our Privacy Notice and will not be shared with third parties except where necessary for the performance of the Tenancy, for property management purposes, to comply with legal obligations, or where you have requested or authorised us to do so. This may include sharing information with your Landlord, approved third-party service providers (including our Home Setup Service partners), utility providers, and relevant Local Authorities. See our Privacy Notice at elementproperties.co.uk.

COMPLAINTS HANDLING PROCEDURE

If you have a complaint regarding our services, you should raise this with us in the first instance by writing to info@elementproperties.co.uk, so that we have the opportunity to investigate and resolve the matter. All complaints will be handled in accordance with our **Complaints Handling Procedure**, which is available on request and on our website. We will acknowledge and respond to your complaint within the timescales set out in that policy. If you remain dissatisfied following our final response, or if eight weeks have passed since the complaint was first made, you may refer the matter to our independent redress provider:

The Property Redress Scheme (PRS)

**7th Floor Corn Exchange
55 Mark Lane
EC3R 7NE**

Tel: 0333 321 9418

Website: www.theprs.co.uk

Any referral must be made within 12 months of our final response





FEES & PAYMENTS

(As permitted under the Tenant Fees Act 2019)

<u>DESCRIPTION</u>	<u>COST</u>
HOLDING DEPOSIT	One Week's Rent
SECURITY DEPOSIT	Equivalent to five weeks rent held unless the gross annual rent exceeds £50,000. If so, a six-week deposit applies.
CHANGE OF TENANT / SHARER	£50 inc VAT or reasonable cost if higher
FAILURE TO RETURN KEYS PLUS COST OF CHANGING LOCKS	Full replacement costs of lock and new keys. Keys charged at £15 per key





<u>TENANCY INFORMATION</u>	
<u>PROPERTY INFORMATION</u>	
PROPERTY ADDRESS	
APPLICANT NAME(S)	

<u>CONTRACT INFORMATION</u>	
PROPOSED COMMENCEMENT DATE	

<u>RENTAL INFORMATION</u>	
RENT PER CALENDAR MONTH	£
SECURITY DEPOSIT (5 OR 6 WEEKS' RENT — SEE NOTE)	£

Note: The security deposit is equivalent to 5 weeks' rent where the annual rent is less than £50,000, or 6 weeks' rent where the annual rent is £50,000 or more, in accordance with the Tenant Fees Act 2019

<u>BREAKDOWN OF FUNDS</u>	
HOLDING DEPOSIT OF ONE WEEKS RENT	£
REMAINING SECURITY DEPOSIT (BALANCE AFTER HOLDING DEPOSIT)	£
ONE MONTH RENT IN ADVANCE	£

<u>TOTAL</u>	
TOTAL DUE	£
AMOUNT PAID	£





DECLARATION

I/We have read and acknowledge the contents of this Guide. I/we understand that Rent and all client monies are held by Element Properties & Co Client Account where required to do so. I /we have been provided with a tariff of charges in connection with any proposed Tenancy.

I/we understand that during the application process, throughout the Tenancy, and at the end of any Tenancy granted, the agents may share our personal information (including any forwarding address provided by us) with the landlord, utility providers, the local authority, and approved third-party service providers, where reasonably necessary for the performance of the Tenancy, the management of the Property, or the closing out of tenancy-related accounts and obligations.

Client Signature (All of joint applicants/tenants to sign)

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Print name/s:

.....

Date

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Agent Signature

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Print Name

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