

OCTOBER 2026

The rules of your tenancy

Tenants' Guide

Applying, right to rent, your tenancy agreement, rent, rent increases, ending a tenancy, deposits, fees and your data. Updated for the Renters' Rights Act 2025.

 Applying

 Rent and fees

 Notice

 Deposits

 Your data



Michael Anthony Lettings

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Your tenancy at a glance

Since 1 May 2026 private tenancies in England work differently. These are the numbers that matter most.

Rolling

No end date

New tenancies are assured periodic tenancies. They run month to month until you or the landlord end them lawfully.

2 months

Your notice

The notice you give to leave, in writing, ending on a rent day or the day before.

Yearly

Rent increases

At most once a year, using Form 4A, with at least 2 months' notice. Not in the first 12 months.

1 month

Rent in advance

The most rent you can be asked for before the tenancy starts, and only after you sign.

1 week

Holding deposit

The most you pay to reserve a property while checks are done.

5 weeks

Deposit cap

6 weeks if the rent is £50,000 a year or more. Protected in a government scheme within 30 days.

4 months

Landlord's notice

Usually needed if your landlord wants the home back for a reason such as selling. No more "no-fault" section 21 evictions.

28 days

Pet requests

The time your landlord normally has to reply in writing to a request to keep a pet.



How this guide fits with your other documents

Your **tenancy agreement** sets out the terms of your tenancy and takes precedence over this guide. Our **Tenant Handbook** covers day-to-day living: moving in, repairs, safety and moving out.

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Applying and right to rent

From offer to signing, step by step

1

Offer

Make an offer at the advertised rent.

2

Holding deposit

Up to one week's rent to reserve the property while checks are done.

3

References and checks

Referencing, ID and right to rent checks for every adult who will live there.

4

Move-in date

Once references pass, we help you and the landlord agree a date.

5

Sign

Read and sign your tenancy agreement. Only then can rent be paid.



Fair renting: no bidding wars

Every property is advertised at a stated rent. Landlords and agents must not ask for, encourage or accept offers above the advertised rent.



Fair renting: no discrimination

A landlord or agent cannot refuse to rent to you, or put you off applying, because you have children or receive benefits. Discrimination because of any protected characteristic under the Equality Act 2010 is also unlawful.

Right to rent: what you need to provide

The law requires a right to rent check for **everyone aged 18 or over who will live in the property**, whatever their nationality, before the tenancy starts.

If you are...	You will need
A British or Irish citizen	A valid passport, or another document from the Home Office list of acceptable documents (we can tell you which).
Someone with an eVisa, including EU Settlement Scheme status	A right to rent share code from GOV.UK ("Prove your right to rent in England") and your date of birth. We check your status online.
Someone holding a Biometric Residence Permit (BRP)	BRPs are no longer accepted, even if yours shows a future date. Use your eVisa and a share code instead.
Waiting for a Home Office decision	Tell us early. We may need to ask the Home Office to confirm your right to rent.

For referencing, we also ask for proof of your current address: a recent official letter, such as a utility bill or bank statement, showing your most recent address. You can upload your documents securely during our referencing and ID process.



Time-limited right to rent?

If your permission to stay in the UK is time-limited, a follow-up check is needed before it runs out. Please keep your status up to date and tell us if anything changes.

Holding deposits

Reserving the property while checks are carried out

1 week

Maximum amount

One week's rent, per property, not per person.

15 days

Deadline to sign

Normally 15 calendar days from paying, or another deadline we agree in writing.

Credited

When you sign

With your agreement, it goes towards your first month's rent.

7 days

Refunds

If the tenancy doesn't go ahead for any other reason, it is refunded within 7 days.

When a holding deposit can be kept

The holding deposit can be kept only if any relevant person (including a guarantor):

- withdraws from the tenancy;
- fails a right to rent check;
- gives false or misleading information that materially affects their suitability; or
- does not take all reasonable steps to sign the tenancy agreement (and any deed of guarantee) within 15 calendar days, or another deadline agreed in writing.

If we keep a holding deposit, we will tell you why in writing within 7 days. Before paying, you will be asked to confirm the holding deposit declaration on page 10.

Your tenancy agreement

A legal document: please read it carefully before you sign

Your tenancy agreement includes the **written statement of terms** the law requires, such as the rent and when it is due, the deposit, the notice you need to give and the landlord's legal duties. Our team is happy to answer questions, but for a formal review you should take independent legal advice.

Managed by Michael Anthony

We are your point of contact throughout: repairs and maintenance, rent and any rent review, scheduled visits (within the first three months, then every six months), and the move-out and deposit return.

Let only or rent collection

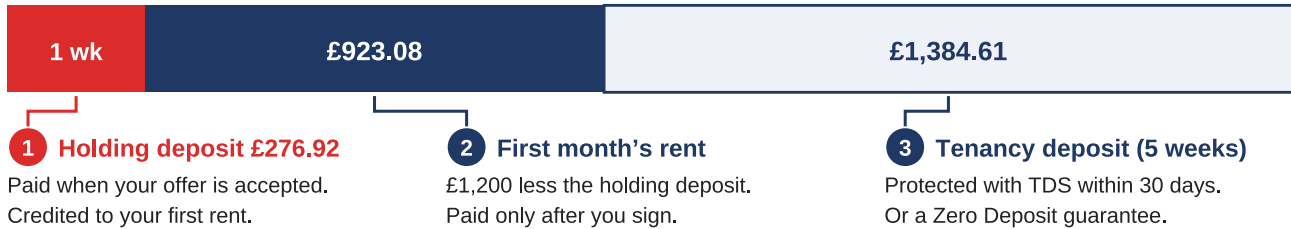
Your landlord, or their representative, is your main contact. We give you their phone number and email address before your tenancy begins.

£ Paying before you move in

No rent before you sign, and no more than one month's rent in advance

Example: rent of £1,200 a month (weekly rent £276.92)

What you would pay before moving in. Illustration only: your own figures are in your offer and tenancy agreement.



Total before move-in: £2,584.61 · no other upfront fees: no admin, referencing or check-in charges.

- ✓ **Rent:** you will never be asked to pay rent before you have signed the tenancy agreement, and never more than one month's rent before your tenancy starts.
- ✓ **Deposit:** pay the tenancy deposit, or choose a Zero Deposit guarantee if your landlord offers it (see page 8).
- ✓ **Cleared funds:** please pay early enough for the money to clear before your move-in date. We can only hand over keys once funds have cleared in our account.

📅 Paying your rent

1 Payment link We email you a secure payment link five days before your rent is due.	2 First payment Make your first payment using the link.	3 Standing order Then set up a standing order so your rent reaches us on the due date in your agreement.
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It is your responsibility to make sure your bank account allows the payment and that the rent reaches us on the due date. Rent is due in line with your rental period: your tenancy agreement will not require you to pay future months in advance.

🗨️ Struggling to pay? Talk to us early

Not paying rent is a breach of your tenancy agreement, and serious arrears can lead to your landlord seeking possession. If your rent will be late, or you are finding it hard to pay, please tell us or your landlord as soon as possible. Our accounts team (01296 254425) will help you look for a solution.

Free, confidential help is also available from Citizens Advice and Shelter. Interest on late rent is explained on page 8.

Rent increases

One formal route, at most once a year

1

Form 4A notice

Your landlord must use a Section 13 notice (Form 4A) to propose a new rent.

2

At least 2 months' notice

The notice must give you at least two months before the new rent starts.

3

Once a year

Rent can go up no more than once every 12 months, and not in the first 12 months of a new tenancy.

4

Your right to challenge

If you think the new rent is above the market rent, you can apply to the First-tier Tribunal before it starts.

Rent review clauses in tenancy agreements no longer apply: a Section 13 notice is the only way your landlord can propose an increase. The Tribunal cannot set a rent higher than the one your landlord proposed.

Ending your tenancy

If you want to leave

- Give at least **2 months' notice**.
- Give it **in writing**: a letter, email or text. Email to lettings@michaelanthony.co.uk is quickest for us. Keep a copy.
- Your notice must end on a day your rent is due, or the day before.
- Keep paying rent until the tenancy ends.
- A shorter notice period is possible only if your landlord agrees in writing (and any joint tenants agree).

If your landlord wants the home back

- Section 21 "no-fault" evictions ended on 1 May 2026.
- Your landlord needs a legal reason (a "ground for possession"), must use the correct notice (Section 8) and give the right amount of notice: usually **4 months**, shorter for some grounds such as serious rent arrears or anti-social behaviour.
- They cannot use the grounds for selling or moving in during the first 12 months of your tenancy.
- Only a court can order you to leave.

Example: when does my notice end?

1

10 March

Your rent is due on the 15th of each month. You email your notice on 10 March.

2

At least 2 months

Two months from 10 March takes you to 10 May.

3

14 May

Your tenancy can end on 14 May (the day before a rent day) or later. You pay rent up to that date.



Tenancy started before 1 May 2026?

Your tenancy became an assured periodic tenancy automatically. If your agreement allows you to give less than 2 months' notice, you can give that shorter notice. If it says more than 2 months, 2 months is enough.

Leaving by agreement: you and your landlord can agree in writing to end the tenancy on a particular date. If you are ever given a notice to leave, get free advice straight away from Shelter or Citizens Advice.

Moving out: the money side

- ✓ Cancel your rent standing order only after your final payment has been made.
- ✓ The practical steps for moving out, including the check-out and returning keys, are in the Tenant Handbook.



Pets

Your right to ask

1

Ask in writing

Write to us (or your landlord) describing the pet: type, size, and how much space it needs.

2

Landlord considers

The landlord must consider each request fairly and cannot refuse without a good reason.

3

Reply within 28 days

You get a written answer, normally within 28 days. If they ask for more information, they have 7 days after you reply, or the rest of the 28 days if longer.

4

If refused

The landlord should explain why. You can complain if you think the refusal is unreasonable.

Good reasons to refuse might include a lease that bans pets, a property too small for the animal, or an allergy in a shared house. Keeping a pet without permission may break your tenancy agreement. If a pet causes damage, the cost of putting it right can be claimed from your deposit.



Deposits

How your deposit is protected and returned



Protected by law

Where Michael Anthony holds your deposit, we protect it with the government-approved **Tenancy Deposit Scheme (TDS) Custodial**, which holds the money until it is repaid. If your landlord protects it themselves, your certificate shows the scheme.

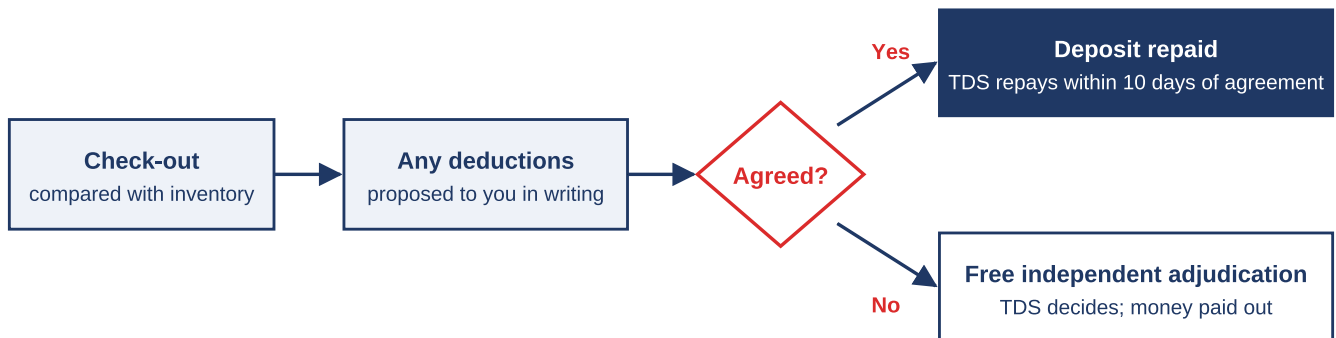
Your deposit must be protected **within 30 days** and you will receive the deposit certificate and "prescribed information".



At the end of your tenancy

After the check-out, everyone receives the inventory and the check-out report. These are compared to identify anything you are responsible for, such as cleaning or repairs. Landlords cannot charge for fair wear and tear.

Our aim is always to reach a fair agreement between you and the landlord.



If you can't agree: the dispute can go to the scheme's free, independent adjudication. You, the landlord and Michael Anthony each submit evidence (such as the reports and repair quotes) and TDS makes an impartial decision and pays out the deposit accordingly.



Zero Deposit: an optional alternative

- If your landlord agrees, you can choose a Zero Deposit™ guarantee instead of a cash deposit. It is your choice: you can always pay a traditional deposit instead.
- You pay Zero Deposit a fee that is **not refundable**. It is not a deposit and is not held in a deposit scheme.
- You are still responsible for any damage or unpaid rent at the end of the tenancy.
- If you disagree with a claim, Zero Deposit first tries to resolve it. If that fails, TDS adjudicates independently and its decision is binding. Zero Deposit then pays the landlord any amount due and collects it from you.

£ Tenant fees

This is a summary of our tenant fee schedule, which is available on request from either of our offices (Aylesbury and Leighton Buzzard). We only charge the payments the Tenant Fees Act 2019 allows. All prices include VAT.

Payment	Amount	When it applies
 Holding deposit	One week's rent	Reserves the property. Credited to your first rent with your agreement, or refunded, unless it can be kept for one of the reasons on page 4.
 Tenancy deposit	Five weeks' rent	Annual rent under £50,000. Covers damage or defaults by the tenant during the tenancy.
 Tenancy deposit	Six weeks' rent	Annual rent of £50,000 or more.
 Late rent	No more than 3% above the Bank of England base rate	Interest only once rent is more than 14 days late, charged daily on the overdue amount from the rent due date until paid.
 Lost keys or security devices	Actual cost	The cost of replacement keys or devices. If locks must be changed: the locksmith, new locks and replacement keys for you, the landlord and other keyholders. Costs are shown to you in writing.
 Change to the agreement Variation	£50 per agreed change	When you ask for a change. Covers taking the landlord's instructions and preparing new documents.
 Change of sharer	£50 per replacement tenant	When you ask to replace a tenant. Covers landlord instructions, referencing, right to rent checks, re-registering the deposit and new documents. If our reasonable costs are higher, we will show you evidence.
 Early termination At your request	Landlord's re-letting costs and rent until a new tenancy starts	If you ask to leave early and the landlord agrees, you pay the landlord's costs of re-letting the property and the rent due until the replacement tenancy starts. This will be no more than the maximum amount of rent outstanding on the tenancy.

You will never pay us for referencing, admin, inventory or check-in. Your landlord or agent cannot require you to buy insurance or use a particular service.

Your protection

- Michael Anthony is a member of **ARLA Propertymark** and follows its Code of Practice.
- Client money held by both companies is protected by **Propertymark Client Money Protection**.
- Both companies belong to **The Property Ombudsman** redress scheme (membership no. T08285).
- Deposits we hold are protected with **TDS Custodial**.

Complaints

Please tell us first: our complaints procedure is available on request. If you are still unhappy, you can refer your complaint to The Property Ombudsman (tpos.co.uk). Your local council enforces the Tenant Fees Act and the Renters' Rights Act if you think a rule has been broken.

Your data and privacy

How we use your personal information under UK data protection law (the UK GDPR and the Data Protection Act 2018)

Your responsibilities

- **Others' details:** get permission from your referees, guarantors and next of kin before giving us, or our referencing partner, their details.
- **Accuracy:** give complete and accurate information, and tell us in writing about any changes during your application or tenancy.
- **Non-disclosure:** we cannot be held responsible for errors caused by relevant information not being disclosed.

How we use your data

We process your personal data lawfully, mainly to perform your tenancy contract and meet our legal duties. This includes:

- referencing and right to rent checks;
- communicating with you about your tenancy by email, post, text or phone.

Who we share it with

To arrange and manage your tenancy we may share your information with the landlord, our referencing partner, the deposit scheme, local authorities, utility providers, maintenance contractors and legal representatives. We may also have to share it with government bodies or law enforcement where the law requires, for example under a court order.

Storage and marketing

- We keep your data only as long as necessary, typically for six years after our relationship ends.
- We don't send spam. You only receive relevant communications and can opt out of non-essential marketing at any time.

Your rights

You have the right to ask for a copy of your data, to have it corrected, and in some cases to object to its use or have it deleted. If you are unhappy with how we have handled your data, please complain to us first: we will acknowledge your complaint within 30 days and look into it. You can also complain to the Information Commissioner's Office (ico.org.uk).

Full details are in our privacy policy: www.michaelanthony.co.uk/privacy-policy/

Our ICO registration numbers: ZB324433 (Michael Anthony Lettings Ltd) and ZB543382 (Michael Anthony (Leighton Buzzard) Lettings Ltd).



Holding deposit declaration

By paying the holding deposit, you confirm and agree to the following

I confirm that...	
Accuracy of information	All the information I have given is true and accurate to the best of my knowledge. I understand that giving false information may mean the holding deposit is kept and, if a tenancy is granted, could give the landlord grounds to seek possession through the courts.
Checks	I consent to my information being verified through third parties and credit reference agencies. The results will be shared with the landlord and/or the letting agent.
Future use of data	I understand this information may be accessed again if I fail to pay rent or apply for a future tenancy.
Credit and debt reporting	If I default on the rent, I understand this may be recorded with credit reference agencies, affecting future applications for credit, insurance or tenancies, and that my data may be passed to debt collection or tracing agencies to recover money owed.
Property visits	I understand that for any tenancy through Michael Anthony Lettings, visits (including photographs) will be carried out and shared with the landlord.

Where to get help

Organisation	What they help with
GOV.UK	"Assured periodic tenancies: a guide for tenants" and "Renters' Rights Act overview for tenants"
Shelter	Free housing advice: england.shelter.org.uk
Citizens Advice	Money, debt, benefits and housing: citizensadvice.org.uk
The Property Ombudsman	Independent redress if our complaints procedure doesn't resolve things: tpos.co.uk

Contact us

OUT-OF-HOURS EMERGENCIES

07585 004011

Genuine emergencies when our office is closed

OFFICE HOURS: REPAIRS

01296 324441

Urgent repairs and emergencies while our office is open

ACCOUNTS AND GENERAL ENQUIRIES

01296 254425

Rent, payments and general questions

REPORT A REPAIR BY EMAIL

lettings@michaelanthony.co.uk

Routine repairs, notices and questions

SMELL GAS?

0800 111 999

National Gas Emergency Service, 24 hours

FIRE, POLICE, AMBULANCE

999

Power cut: call 105 (free)

This guide is a summary for information and does not replace your tenancy agreement or legal advice. If there is any difference, your tenancy agreement takes precedence. Law as at October 2026.