Richmond Holmes Estates

ESTATE AGENT

Tenant Management & Occupancy Terms

Supplemental tenant management agreement

V.1 - England and Wales

Tenant and tenancy schedule

Complete this schedule before the tenant accepts the terms. Each adult tenant should sign or complete a separate acceptance record.

TENANT FULL LEGAL NAME	ADDITIONAL TENANT
EMAIL ADDRESS	TELEPHONE
PROPERTY ADDRESS	LANDLORD NAME
TENANCY START DATE	AGREEMENT DATE
RENT AND DUE DATE	NOTIFIED PAYMENT ROUTE

The managing agent is RH Estates & Solutions Ltd trading as Richmond Holmes Estates, company number 12312133, at 5 The Lanes, Sutton Coldfield, B72 1YG. Email: info@richmondholmes.com.

Tenant rights and responsibilities

This practical summary applies to private residential tenancies in England. The tenancy agreement and applicable law remain authoritative.

YOUR RIGHTS	YOUR RESPONSIBILITIES
A home that is safe, fit and kept in repair. Quiet enjoyment and protection from unlawful entry or harassment. At least 24 hours' notice for routine access at a reasonable time, except emergencies. Required safety, energy and tenancy information. Protection of a qualifying deposit and independent dispute resolution. Protection from prohibited fees, unfair terms, unlawful rent increases and unlawful eviction. The landlord's identity and access to statutory complaint and enforcement routes.	Pay the agreed rent in full and on time using the notified payment route. Take reasonable care of the property and report repairs or hazards promptly. Allow lawful access for inspections, repairs and safety checks. Pay council tax, utilities and other bills allocated to the tenant. Repair or pay for damage caused by the tenant, household or visitors, allowing for fair wear and tear. Avoid nuisance, unlawful use, unauthorised occupiers, subletting or alterations. Keep contact and Right to Rent information accurate where required.

Official guidance

- GOV.UK - Private renting
- GOV.UK - Tenant Fees Act guidance for tenants
- GOV.UK - Tenancy deposit protection

Management and payment

1. Status and scope

1.1 Richmond Holmes Estates acts as the landlord's authorised managing agent. These terms supplement the tenancy agreement and record the management arrangements explained to the tenant.

1.2 If these terms conflict with the tenancy agreement or applicable law, the law prevails and the tenancy agreement prevails to the extent it gives the tenant greater protection. These terms do not create a prohibited fee or remove a statutory right.

2. Rent and payment records

2.1 The tenant must pay the agreed rent in full on the due date to the bank account or payment method most recently notified in writing by Richmond Holmes Estates on the landlord's authority

2.2 The tenant should verify any unexpected request to change payment details using Richmond Holmes Estates' published contact information. The tenant must keep evidence of payment and promptly report any missing or incorrect allocation.

2.3 Late-payment interest may only be charged where the tenancy agreement permits it, the rent has been outstanding for at least 14 days and the amount does not exceed the legal limit.

3. Managed communication and payment protocol

3.1 While Richmond Holmes Estates manages the property, the tenant must route routine tenancy communication, repair reporting and rent payments through Richmond Holmes Estates using the notified channels.

3.2 The tenant must not deliberately bypass Richmond Holmes Estates by agreeing tenancy changes or paying rent directly to the landlord unless Richmond Holmes Estates has first confirmed written authority, including confirmation of any instruction originating from the landlord. The tenant should verify any unexpected direct-payment instruction with Richmond Holmes Estates while its management appointment remains in force. This does not require the tenant to disregard valid notice that the agent’s authority has ended and does not prevent the tenant contacting the landlord to obtain legally required information, exercise a statutory or contractual right, report an emergency or serious safety concern, make a complaint, seek legal advice, or communicate with a council, deposit scheme, redress provider, tribunal or court.

3.3 If the tenant pays the landlord directly without prior written authority, the tenant must notify Richmond Holmes Estates and provide payment evidence within two business days. A payment genuinely received and accepted by the landlord for rent will be credited to the tenancy account and will not be treated as unpaid merely because it used the wrong route.

3.4 Deliberate or repeated bypassing of the agreed management route is a breach of these terms and may also be a breach of the tenancy agreement where these terms are incorporated into it. Richmond Holmes Estates or the landlord may issue a written breach notice, require future compliance, correct the tenancy records and seek only any evidenced loss or lawful remedy available under the tenancy agreement and applicable law.

3.5 This clause does not permit an automatic fine, automatic eviction or forfeiture of the tenancy deposit. Any possession action requires a valid statutory ground, the prescribed procedure and, unless the tenant leaves voluntarily, a court order.

Property and deposit

4. Repairs, access and emergencies

4.1 The tenant must promptly report repairs, defects, leaks, hazards and damage, take reasonable steps to limit further loss and provide accurate access information.

4.2 Routine access will normally require at least 24 hours' written notice and take place at a reasonable time. Immediate access may be requested in a genuine emergency. The tenant's rights to privacy and quiet enjoyment continue.

5. Care, use and conduct

5.1 The tenant must take reasonable care of the property, use it as their home, keep it reasonably clean and ventilated, avoid damage and comply with the occupancy, pet, smoking, alteration and subletting provisions in the tenancy agreement.

5.2 The tenant is responsible for the conduct of household members and visitors and must not cause nuisance, harassment, anti-social behaviour or unlawful use.

6. Deposit and lawful deductions

6.1 Where a tenancy deposit is taken for an assured periodic tenancy, it must be protected in an authorised scheme and the required information supplied within the legal time limit.

6.2 The deposit remains the tenant's money unless and until a deduction is agreed or determined. It cannot be automatically forfeited for contacting or paying the landlord directly.

6.3 Proposed deductions must be supported by evidence and may cover only loss or liability properly arising under the tenancy, such as unpaid rent or bills, damage beyond fair wear and tear, missing items, or reasonable cleaning needed to restore the property to the documented check-in standard.

Payments and remedies

7. Permitted payments

7.1 The tenant will not be required to make a payment prohibited by the Tenant Fees Act 2019. Charges for a tenant-requested tenancy change, lost keys, late rent or insufficient notice are payable only where the law and tenancy agreement allow them and only within the applicable limit.

8. Data, communication and complaints

8.1 Personal data will be used for tenancy administration, rent accounting, repairs, safety, fraud prevention and legal obligations in accordance with Richmond Holmes Estates' privacy notice

8.2 The tenant should raise service complaints with Richmond Holmes Estates first. This does not prevent contact with the landlord, local authority, deposit scheme, redress provider, ombudsman when applicable, tribunal, court or an independent adviser.

9. Ending the tenancy and remedies

9.1 The tenant must give the notice required by law and the tenancy agreement. Rent and other tenancy obligations continue until the tenancy lawfully ends.

9.2 A breach may lead to a written warning, a request to remedy the breach, a claim for proven loss, deposit deductions subject to the scheme process, or possession proceedings where a statutory ground applies. Nothing authorises unlawful eviction, harassment or an unapproved penalty.

10. Electronic acceptance

10.1 Typing a name, drawing a signature and selecting the acceptance declarations is intended to authenticate these terms.

10.2 The electronic signing system will retain the document version, date and time, signatory details, consent record and appropriate audit data and provide a completed copy to the tenant.

10.3 These terms are a simple contract and are not intended to be executed as a deed.

Supersession of previous terms. These V.1 supplemental management and occupancy terms supersede previous supplemental terms between Richmond Holmes Estates and the Tenant for this Property. They do not replace or amend the tenancy agreement or statutory rights. Accrued rights and unpaid sums remain unaffected.

Agreement and signatures

By signing, the tenant confirms that the schedule is complete, the management and payment route has been explained, and they accept these supplemental terms. Each adult tenant should sign or complete a separate acceptance record.

TENANT	ADDITIONAL TENANT
SIGNATURE / DATE	SIGNATURE / DATE
FOR RICHMOND HOLMES ESTATES	ELECTRONIC SIGNING RECORD

Managed communication and payment route
[ ] I understand clause 3, including the requirement to notify Richmond Holmes Estates if rent is paid directly to the landlord.

Acceptance
[ ] I have read and accept these supplemental terms and understand that my tenancy agreement and statutory rights continue to apply.
[ ] I intend my typed name and drawn signature to authenticate this acceptance electronically.

This agreement is intended to be executed as a simple contract, including by electronic signature. It is not intended to be a deed.

Commencement of services

Residential tenant terms

This provision forms part of the accompanying V.1 agreement when supplied and accepted with it. It clarifies service timing and preserves the other agreed terms. It does not retrospectively vary an existing signed agreement.

Richmond Holmes Estates will normally begin or continue the agreed management communications and administration immediately after these terms have been signed and accepted, provided its managing authority is in force and no different commencement date has been notified. That authority comes from the landlord's management appointment. Signing these tenant terms does not bring forward the tenancy or lease start date, change rent or payment dates, create an agency appointment by the tenant, or authorise physical works beyond the lawful authority already given.

These terms do not create a tenant-finding, administration or cancellation fee payable by the tenant. Any existing tenant payment remains subject to the tenancy or lease, this agreement and applicable law. Any statutory consumer cancellation right relating to a separate service is preserved; where it applies, early performance requires the customer's express request and the required information, and any charge on cancellation is limited to the amount lawfully payable. Nothing here removes occupation, safety, repair, complaint or other mandatory rights.