

Tenant Renting Guide



HouseLet Direct

www.HouseLetDirect.co.uk

#SafeHomes

COVID-19: Please ensure that you maintain [social distancing during viewings](#) and [wear a mask](#). Where possible, we will ensure that garden doors and windows are left open to ventilate the property. If you or anyone in your household is displaying signs of COVID-19 illness, or if you are aware that anyone is symptomatic or asymptomatic, has recently undergone any testing for a communicable disease, then please immediately make our office aware, as we may have to defer or reschedule a viewing.

#StaySafe | #StayStrong | #Public Health

#SafeHomes

HouseLet Direct's **Tenant Renting Guide** explains the process for renting a single family home (single household / family or single occupant).



Open, Transparent and Fair

We believe in openness and transparency and undertake to be fair and in all our dealings. We believe that any contract or agreement should be equitable to all parties.

The information within this guide, along with our Terms and Conditions, contains important pre-contract information, which you should read carefully before arranging to view a property.¹

The Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015 require all tenants to be provided with certain prescribed information.

¹ If you do not understand the referencing process or the requirements of renting from a private landlord, you can seek advice from a solicitor, Citizens Advice or Housing Advice Centre (or translator; where you have difficulty reading or understanding the Tenant Renting Guide, due to a language barrier) and or before you sign the Assured Shorthold Tenancy (AST) Agreement.

The information is the version of the document entitled **“How to rent: the checklist for renting in England”**, as published by the Department for Communities and Local Government. The link below can be accessed to view and keep an interactive copy of the prescribed information, which is likely to be updated by Government from time to time:

<https://www.gov.uk/government/publications/how-to-rent>

A copy of the current **“How to rent: the checklist for renting in England” (December 2020)** as published by the Department for Communities and Local Government, is also attached to this guide.

At HouseLet Direct we believe that everyone has the right to live in **#SafeHomes**.

We take our legal responsibilities very seriously. We ensure that all rental properties are free from disrepair, nuisance and fully compliant with statutory minimum standards for dwellings under the Housing Health and Safety Rating System (HHSRS); Housing Act 2004 and ‘fit for habitation’ pursuant to The Homes (Fitness for Human Habitation) Act 2018.

We ensure that where relevant, all Properties are licensed under the relevant Council’s statutory Selective Property Licensing Scheme. This means that you can be confident that your future home will have been assessed as complying with proper safety and occupancy standards.

We carry out regular, periodic inspections of all Properties (every 3-6 months minimum) and proactively annually check for compliance with statutory requirements for housing (under Housing Act 2004; HHSRS). We also regularly issue informatives on health and safety issues such as Legionella, Fire and Electrical Safety to all tenants. We provide a 24 hour **Online Reporting Form** on our website to Report In (RI) missed / delayed appointments, emergencies, and repairs.

All HouseLet Direct Properties are issued with:

- Annual Gas Safety Certificate;
- EPC;
- EICR;
- HHSRS certificate confirming the property is free from Category 1 and 2 Hazards;
- Property Licence – under Section 88; Housing Act 2004 (if applicable)

Copies of all relevant certificates are provided at the beginning of every tenancy.

We promptly attend to any defects or disrepair properly notified in writing within **14 working days** of any such notification. In addition, as part of our quality service, our personnel aim to respond to all routine or non-routine communication (telephone calls, emails, and letters) within **2-3 working days** and often within 24 hours.

We use the services of a team of specialist approved contractors, to provide an effective response to repair, plumbing, gas and electrical issues, and only provide new replacement items (fridge, freezer, washing machine etc) from reputable suppliers and never use second hand appliances or parts.

Assured Shorthold Tenancy (AST) Agreement

Tenants can rest assured that they will be issued with an initial 6 month probationary (minimum) AST Agreement. Thereafter, further Agreements may include the option to fix your rent and renew your tenancy for a longer period of up to 2 years maximum², giving you added security of tenure.

Deposits

HouseLet Direct uses a statutory Deposit Scheme to safeguard and protect your Deposit, with all monies held in a separate Client Account. We ensure that your Deposit

is registered promptly; normally within 7 days of receipt, or more usually on the day your tenancy commences. We will issue you with an electronic copy of your Deposit Registration Certificate, along with Prescribed Information we are legally obliged to issue, confirming your Deposit has been protected in an approved scheme.

Fees

At HouseLet Direct, we don't charge any Registration, Inventory, AST Agreement Preparation, Deposit Arrangement, Check in or Check out or viewing fees.³

#SafeTenants

There is much media talk of rogue landlords, and whilst some landlords choose to operate outside legal requirements, we believe that most landlords do take their responsibilities seriously. In comparison to public landlords, private landlords face more stringent checks, requirements, and penalties.

We also feel it is important to recognise that: **#SafeHomes need #SafeTenants**. For these reasons, we will only rent a property to tenants where we have carried out reasonable checks and have a base degree of trust that by granting a tenancy, there will be no detriment to our reputation (from the previous or future actions of any tenant), or adverse impact to our legitimate interests.

We categorically do not permit rental properties to be used in any way *whatsoever* other than as a private domestic residence. This includes using the property for paid or unpaid uses such as e-commerce, tuition, or building renovations. Therefore, to avoid any ambiguity we ask all applicants to complete a Property Use Declaration Form as part of the application process.

Before renting a property, you should be aware that a landlord's obligation to keep a dwelling fit for human habitation carries an implied legal obligation on the tenant to allow access to the dwelling, at reasonable times of the day and on at least 24 hours'

² Provided there have been no tenancy breaches or unreasonable behaviour/ improper use of the property and we are satisfied that there will be no default or early abandonment of a longer Term contract.

³ With effect from 1 June 2019 the Tenant Fees Act 2019 prohibits any Reference Fee charges to be made by a landlord.

written notice, to the landlord or her/his agent in order to inspect, maintain and repair a property. Appointments for repairs, safety checks and inspections are therefore usually during the standard working days and periods **Monday – Friday; 09:00 – 17:00 hours**⁴. It is not reasonable to expect standard inspections, safety checks or responses to emails and telephone calls (for non-emergency issues) outside these times. We have no obligation to provide a concierge service and be present to safeguard your belongings for deliveries or works. We also need you to be present to explain the nature of defects or disrepair. Put, simply, we cannot keep your home safe, unless you allow us to access the property to inspect it and carry out any necessary work.

This means that you will be required to be present at the property for inspections, deliveries or works and also provide access, where we have given you the requisite notice.

Before viewing a property or undertaking costly referencing, we like to find out as much about prospective tenants as possible, to ensure that we can meet general obligations under The Immigration Act 2014, The Money Laundering Regulations 2017, and specific obligations under Section 66 and 88 of the Housing Act 2004 and that the property will not be used for any unauthorised use and solely as a private residence.

We understand with busy modern lives it can be time consuming viewing countless unsuitable properties before you find your ideal home. That's why we arrange for full colour photographs of all internal and external parts of rental properties to be made available online.

We provide high quality single family homes, and do not accept sharers (two or more households, families, or groups of friends, or smokers). Where three or more adults intend to share a property, we may ask for documentary evidence of relationship in the form of birth or marriage certificates to confirm that you are a single household /

⁴ including AST Agreement sign up appointments and viewings, check in and check out appointments.

family (as part of Licensing Conditions). If you are not able to provide the relevant certificates, then we will consult with the Council and ask them if they will accept other documentary evidence, in the form of a declaration from a family member (witnessed by an official or solicitor) as proof of your household status.

For Universal Credit claimants, our insurers will require a Guarantor, due to affordability issues.

For reasons of potential nuisance and insurance requirements all properties are subject to a no smoking and no pets policy, and cannot be used in conjunction with any commercial or trade purposes (either for the storage of tools, goods or as a registered, trading, or other business premises or any unauthorised use listed in the Property Use Declaration Form), to prevent complaints of ASB, noise or nuisance, and in order to comply with the Money Laundering Regulations 2017 (and Licence Conditions where applicable).

As a minimum, we expect all applicants to jointly or separately have an annual income equal to 2.5 times the annual property rent.

If your income is not sufficient, and you are in receipt of Working Tax Credits or Universal Credit, then we may accept you as a tenant with a suitable Guarantor; if our insurer permits.

To comply with the Money Laundering Regulations 2017, it is an express condition that the main tenant(s) have a UK Bank Account from which the monthly rent will be paid. If you do not currently have a UK Bank Account, then you will be required to obtain one.

The rent for properties is based on Mean (average) rent for three or more similar properties in the same area. Often, we will ensure that rent is below the average rent for the area.

As we do not charge tenants any management fees or exorbitant admin fees, we don't expect to negotiate or reduce the advertised monthly rent.

For the safety and security of our personnel: to prevent against property fraud, comply with the provisions of the Immigration Act 2014; and Covid-19 Track and Trace, we require all prospective tenants wishing to view a property to provide us with Photo ID and contact telephone number, (by email) before we arrange a viewing, appointment; especially in the case of distance applications.

If you are arranging a viewing through a high street Letting Agent, then they will verify your ID. Letting Agents should not contravene the Tenant Fees Act 2019 (effective from 1 June 2019).

Because we do not charge registration fees, we rely on tenants provide timely responses and proactively manage their applications .

We do not usually ask for a Holding Deposit before referencing applications. For properties or geographical areas, where we have received a high number of abortive applications, we may as an exception ask for the statutory limit of **one week's rent** to be provided to secure a property. Alternatively, if you wish to prevent other tenants from applying for a property that you have identified as your future home, then you may at your discretion put down a Holding Deposit (in accordance with statutory provisions set out in the Tenant Fees Act 2018; effective from 1 June 2019).

We will only ever hold and retain the Holding Deposit subject to the provisions of the Tenant Fees Act 2019.

Tenant Checklist



Please ensure that you can meet our reasonable expectations for basic

income and credit worthiness requirements, before arranging to view a property, or making any reference application.

In order to enable a contract to be formed, and for us to risk assess your application pursuant to the Housing Act 1985 and 2004; and comply with the Immigration Act 2014; Money Laundering Regulations 2017 and ensure that you can meet rental payments we will require you to provide the following documents to enable a tenancy to be formed **within 15 days** of your request for Reference Application Forms (RAFs) to be provided to you :

- Proof of ID and Proof of Right to Rent acceptable documents including: UK passport, Biometric Residence etc. A simple, interactive guide around which documents are accepted in Right To Rent checks is available on Gov.uk, via the following link: <https://www.gov.uk/government/publications/right-to-rent-document-checks-a-user-guide>.
- Proof of residency at current address (Council Tax, Utility Bill, or Bank Statement, but not mobile phone bill) dated within the last 3 months;
- Address history for the last **3 years**;
- Proof of affordability in the form of **3 Bank Statements, dated within the last 3 months; and or 3 months Bank Statements from the Account you pay rent from;**
- Employment details and proof of income / affordability in the form of **3 months' payslips or P60;**
- For Self-employed applicants (sole trader or Company or where you are a shareholder or officer of a Company which pays your salary) copy of 2 years trading accounts / 6 months business bank statements, and Accountant's details to verify proof of income / affordability. Alternatively, if you are self-employed and cannot provide payslips, we need proof of your

earnings: 6 months business bank statements and ('SA302') copy of your Self-Assessment Tax Return. The following link explains how you can obtain a copy of your SA302 from HMRC:

<https://www.gov.uk/sa302-tax-calculation>

- Current Landlord's details / reference (address, email, telephone number) and proof of rental payments. Where a Landlord refuses or is unwilling to provide a reference, then we will require a copy of your current AST Agreement detailing your current rent and proof that you have paid the full rent on the rent due date for the duration of the tenancy. If your current Landlord is seeking possession for rent arrears, or persistent late payment of rent, then we will not be able to accept your application, unless you can demonstrate a valid reason for non-payment of rent⁵.
- Please be aware if you are a sole trader or Company Director and cannot provide 2 year's trading accounts and or accountant's letter then, you are unlikely to pass referencing. Please carefully consider if you can meet rental and referencing criteria, before applying for referencing.
- In order for us to comply with legal requirements under the Right to Rent scheme we must inspect and check all original documents such as passports, and ensure we take copies of the whole document(s) and retain them for the duration of your tenancy and up to 1 year after your tenancy has ended.
- You should take care to ensure that all the information that you provide is

⁵ Persistent late payment due to lifestyle choices or failure to pay rent (including any interest owed) or arrears or after service of a Section 13 Rent increase Notice, where you have failed to apply to the First-tier Tribunal for determination of the reasonable rent will not be considered a valid reason.

accurate. For example, you may previously have been in debt and received a County Court Judgement. You need to let us know about this. If you are unsure, you can search for details of any judgements against you on the [register of judgements](#). You will have to pay a small fee - each search costs between £4.00 and £10.00.

If you withdraw or your application is discontinued, we will secure shred and delete your personal data in accordance with our Privacy Policy, and requirements of GDPR and the Data Protection Act 2018.

We are categorically unable to rent a property to any prospective tenant, who cannot, or fails to meet the requirements of the statutory Right to Rent scheme. This means that all adults who will be living at the property must be named and included on the AST Agreement as tenants and must undergo Right to Rent Checks and referencing. All persons known as the tenant have joint and several liability under the AST Agreement for rent and contractual obligations. Partners, spouses, relatives, and friends not named on the AST Agreement as tenants are not permitted to live at the property. In addition, any children (under 18) intending to live at the property must be listed (but not contractually named as tenants) on the AST Agreement.

We are entitled to refuse an application, and retain a Holding Deposit, where you fail to enter into an AST Agreement within 15 days of requesting RAFs / placing a Holding Deposit; or where you provide incorrect or misleading information, and the mistake is such that it is reasonable for us to take it, or your conduct, into account when deciding whether to grant you a tenancy.

See It; Like It; View It; Rent It ...

It is as simple as that! If you see a property and think it can be your next ideal home, we can generally arrange a viewing within 24 hours to suit your work or other commitments.

If you like the property, then we can swiftly proceed to formal Right to Rent Checks and Referencing with an independent third party reference provider and or / Insurer. At this stage you will be asked to complete **all** of the following: [Reference Application Form \(HLD Form 1\)](#) | [Minors Reference Application Form \(HLD Form 1a MRAF\)](#) | [Property Use Declaration \(Form HLD Form 1b PUDF\)](#) | [Single Household Declaration \(HLD Form 1c SHDF\)](#).

Failing to properly complete Forms and or not supplying all the necessary documents greatly impacts on our time and administration costs. Therefore, please ensure that you submit *all* the required documents and complete *all* sections of the above Forms.

In all cases you must not provide false or misleading information, as part of your application or provide any falsified or counterfeit documents or forge references from employers or landlords, (including asking friends or relatives to provide references in place of your employer or landlord). If you do so, then your application will be rejected.

Applications after 1 June 2019

Generally, it is our policy not to take Holding Deposits, due to the excessive administration cost involved. For these reasons, we ask that you ensure that you are able to meet our reasonable expectations, of basic income and credit worthiness requirements set out above; before you make any application.

The referencing process costs in the region of £180.00 (plus VAT) per applicant and up to £250.00 (plus VAT) in the case of self-employed and non-standard applicants. Applicants should carefully consider whether

they are fully committed to renting a property; *before* requesting Reference Application Forms (RAFs). We ask that potential applicants do not waste our time, by shopping around, failing to provide timely and reasonable responses, or insist on responses to enquiries during evenings and weekends due to their work / lifestyle choices, which result in abortive costs to us. Or simply withdraw once Reference Forms have been issued.

For reference applications after 1 June 2019 we may ask you to place a Holding Deposit to reserve a property, whilst reference checks and preparations for a tenancy agreement are completed; especially if you insist, we turn away other applicants, or stop advertising the property. The maximum Holding Deposit we require in accordance with statutory limits is **one week's rent** (this cap is based on the total agreed rent for the property). For example, if your rent is £900.00 a month, we could ask you to pay a maximum of £207.70 as a Holding Deposit. This will be a single payment for all applicants. There is no requirement for each applicant to each pay this amount separately. For the avoidance of doubt, this is not a Reference Fee and should **not** be construed as such, and will be refunded to you unless you:

- provide false or misleading information which the landlord or agent can reasonably consider when deciding to let a property;
- fail a right to rent check;
- withdraw from a property for *any* reason once the application process has commenced and Reference forms issued;
- fail to take all reasonable steps to enter into a tenancy agreement.

In all cases we will decide on a case-by-case basis and only retain the Holding Deposit to cover specific costs which have been reasonably incurred (for example, referencing administration checks).

Under the Tenant Fees Act 2019, Landlords have two weeks (**14 days**) to enter into a tenancy agreement with a tenant; once a Holding Deposit has been received. The '**deadline for an AST Agreement**' is the

15th day after the Holding Deposit has been received.

In extremely rare circumstances we may agree a longer 'deadline for agreement' with tenants in writing (which could be more than the statutory 15 days). In most cases we prefer the deadline to be within the statutory 15 day period; usually the 'deadline for agreement' will be **10 days** from receipt of Holding Deposit / issue of Reference Application Forms.

We will prepare a Pre-Contract Holding Deposit Agreement which will set out the terms under which the Holding Deposit can be retained, returned to you, and or applied to your first month's AST rental payment. We will also supply you with a sample copy of the AST Agreement; which will form part of your tenancy. Our Accounts team will separately issue an invoice in the sum of one week's rent to be paid into our Client Rent Account.

If, during your fixed term we become aware that you supplied false or misleading information in order to secure your tenancy or have used the property for anything other than as a single family home or private residence, then we will take appropriate steps to regain possession of the property.

Once we receive your Reference Application Form and associated documents, we will contact your Employer, Landlord, or Accountant to clarify and verify your employment, salary etc. Please ensure that you have advised the relevant parties accordingly and given them your consent, pursuant to GDPR and the Data Protection Act, so that they are able to respond swiftly.

If your Landlord or Employer does not respond or provides contradictory information, this may result in your application being refused. We may, therefore, ask you to provide additional supporting information to assist us to progress and approve your application.

We will hold copies of your Photo ID, Bank Statements, and Payslips / P60, proof of income on file for the duration of your tenancy and up to 1 year after your tenancy has ended. We may pass these to law

enforcement agencies if we are required and as part of Property Licence Conditions.

We will email you and issue you with additional information on Right to Rent checks. We will offer you an appointment to meet at the property, so we can inspect your original documents, as part of Right to Rent Checks.

Provided referencing responses are satisfactory, we will agree your move in date, issue rental and AST payment invoices, Direct Debit / Standing Order and Deposit registration information.

Before the AST Agreement, can be drafted⁶ you must provide confirmation from your Bank (in the form of electronic download or screenshot) of Direct Debit / Standing Order arrangements for the payment of contractual monthly rent. You must also provide relevant information to enable your Deposit to be registered.

Payments

To comply with the Money Laundering Regulations 2017, we do not accept any cash payments.

We also do not accept payments by third parties, where you pay another person cash to make payment to us. All payments must be made through a valid UK Bank Account, through bank transfer, telephone, or e-banking, by cheque or banker's draft.

All Deposit monies are held in a dedicated separate Client Deposit Account. All rental payments must be received by Standing Order on the 1st Calendar day of each month into our dedicated Client Rent Account. Please refer to our Terms and Conditions and your AST Agreement for further information.

Your Home

Before you sign you AST Agreement, we will electronically supply you with statutory information and provide Electrical and Fire Safety Information along with copies of all relevant certificates (EPC, GAS Safety, EICR and HHSRS) and Licences and a

⁶ We must receive this information at least 3 full working days, before the date of an AST sign up appointment to allow sufficient time for the tenancy documents to be drafted, checked, and printed.

copy of our Complaints Procedure and right to complain to a Government approved Redress Scheme.

When you sign your AST Agreement, we will arrange to meet with you at the property to enable you to familiarise yourself with heating controls etc. and jointly carry out an Inventory check and take meter readings. You will be able to carefully read the AST Agreement before signing. We can explain any aspect of the Agreement you are unsure of and may supply further paper copies of documents and certificates (already supplied to you electronically).

We will also ask you to complete an In Case of Emergency (**ICE**) **Contact Form** with your work and mobile contact number(s) and email along with next of kin details.

Before signing the AST Agreement, you will have to pay the initial monies due in the form of Deposit (equivalent to 5 weeks rent) and first month's rent in advance, through bank transfer into a Client Deposit Account and separate Client Rent Account. We may reasonably ask you to pay your rent in a lump sum. We will not however charge any more in this lump sum payment than would have been chargeable over the fixed term of the tenancy. For example, if your rent is £900.00 a month and the tenancy is for a fixed term of six months, we could ask you to pay £5,400.00 up front. Or we could reasonably ask you to pay more than one rent instalment at the start of the tenancy where the tenancy agreement does not require this as a single rent payment. For example, if the rent was £900.00 per month, we could ask you to pay three months' rent upfront (3 x 900 = £2,700) and then pay the monthly rent of £900.00pcm from the 4th month.

Please be aware that we must receive cleared funds into the nominated accounts before the signing of the AST Agreement, and before keys can be released to you. If your bank delays or stops the payment for 24 hour security checks, (sometimes longer in the case of weekends or Bank Holidays) then you will not be able to proceed with signing the AST Agreement; and we will not be able to release keys to you, until we have

received cleared funds in full. For this reason, we recommend that we receive cleared funds 24 hours before the AST signing appointment.

You should also ensure that you have sufficient funds to move into your new home before you book delivery vehicles or vacate your current home.

At the end of each rental Agreement you will be provided with a statement of all rental payments to date by our Accounts Team, and details of any proposed Deposit deductions (for defaults, damages, or breaches of the AST Agreement).

Before entering into a tenancy, you should be aware that an AST Agreement is a legally binding contract, which contains certain obligations on your and our part. You should be aware that once commenced, the fixed term AST Agreement cannot be unilaterally cancelled; and you will be liable for full rental payments for the complete length of the tenancy, even if you abandon or abscond from the property before the end of the fixed term. Similarly, during the fixed term the landlord can only gain possession of the property for prescribed mandatory and discretionary grounds, which include selling the property or for unreasonable behaviour such as for breach of contract or rent arrears; and by following statutory possession procedures and obtaining a Court Order.

To ease your move into your new home, we will notify all utility providers and the local Council Tax department with your details.

As you settle into your home, if you experience any difficulties, then please contact our **Duty Managers** by email for assistance.

A Right to Respect for All

The following forms part of our **Unreasonable Behaviour Policy** and should be read in conjunction with any other contractual agreements.

All HouseLet Direct services are provided in accordance with the principles of The Equality Act 2010. The Company does not directly or indirectly discriminate against any individuals due to a protected characteristic, in the provision of any of its services.

HouseLet Direct categorically does not indulge in any form of harassment of tenants. It is illegal for a landlord to harass a tenant or force them to leave their home by withholding services, cutting off the gas, electricity, or water supply to a Property, or indulge in abusive or violent behaviour towards a tenant.

The majority of our communication with tenants is conducted in written form (email or letter) using standard pro forma to prevent unwarranted and unsubstantiated allegations of harassment by tenants, against our personnel. In addition, calls to our communications network may be recorded to enable us to meet our contractual and legal obligations (for the creation or performance of a contract and to protect our legitimate interests). And also to ensure that our personnel are not subjected to vexatious allegations of harassment or other unreasonable course of conduct.

From time to time we may have to communicate with you to remind you of your legal and contractual obligations, including clauses related to unauthorised use or damage of the Property. We may also enter the Property at reasonable times of the day and on giving 24 hours' notice in writing for the purpose of viewing the condition and state of repair of the Property. It is further reasonable for us to increase the rent in accordance with procedures set out in your AST Agreement and in accordance with Section 13(2) of the Housing Act 1988. Similarly, if we do not receive rental payments on the contractual due date, then we are entitled to send polite, reminders and requests for payment. We are also entitled to seek possession of a Property using statutory procedures and or advise you of our intention to do so. There is no legal requirement for us to offer you a further tenancy after your fixed period has ended.

Although you may dislike being reminded of your obligations and not welcome any rent increase, and or decision not to offer you a further tenancy, please be aware that such communication is not harassment. Any disingenuous claims that the performance of a contract and or protection of our legitimate interests through routine communication amounts to harassment will not be tolerated. In such circumstances, any threats to report HouseLet Direct to authorities, target our personnel, cause them undue stress or upset or use third parties such as adhoc advisers, or solicitors to intimidate or threaten the Company will be robustly challenged as vexatious allegations.

You should also be aware that as part of our duty to our personnel, the Company does not deal with any client either face to face, over the phone or in

correspondence, who is exhibiting harassing, offensive, derogatory, threatening, abusive or violent language or behaviour. In any of these circumstances HouseLet Direct and its personnel reserve the right to refuse to speak, correspond or continue to provide services to a client. We also ask you to confine calls and emails to standard office hours **Monday–Friday between 09:00 - 17:00 hours** so as not to place undue stress on our personnel.

The refusal by a client to be dealt with by any personnel (adviser, Duty Consultant, Duty Manager, contractor) for any reason, such as perceived heritage, gender, physical characteristics, or any other protected characteristic, is offensive and wholly unacceptable. In such circumstances, HouseLet Direct will not accept any request for alternative personnel and may take suitable steps to terminate its service to existing or potential clients.

Threatening behaviour is defined as, but not limited to, threats of violence to personnel or any other person which is, for example; sexist, homophobic, or relates to cultural heritage; including intimidating language, swearing and / or aggressive body language and passive aggressive behaviour and mendacious or vexatious allegations.

Unreasonable actions and behaviour includes, but is not limited to examples of unacceptable patterns of behaviour identified by the [Local Government Ombudsman](#)

The Company does not expect personnel to tolerate unacceptable behaviour by complainants or any tenant. Unacceptable behaviour includes patterns of behaviour identified by the [Local Government Ombudsman](#) as unacceptable and behaviour, which is abusive, offensive, or threatening and may include:

- Harassment including verbal, written or electronic communication aimed at individuals acting on behalf of the Company which causes upset, distress and harm (physical or mental distress) or makes individuals feel in danger of being harmed;
- Using offensive, intimidating, abusive, or foul language on the telephone;
- Using abusive offensive, intimidating, or foul language face to face;
- Sending multiple emails and or persistent emails outside office hours, whilst not responding to routine appointment confirmations or information requests during office hours;
- Making persistent late night and weekend or multiple haranguing phone calls relating to non-emergency issues;
- Sending multiple frivolous email requests resulting in wasted and unnecessary responses impacting on our ability to provide a low cost service;
- Sending emails containing abusive offensive, intimidating, false or malicious allegations, wild language, pejorative accusations, unfounded allegations, or assumptions, repeating unfounded remarks or hearsay damaging or other offensive remarks.

HOW TO...

RENT

The checklist for
renting in England



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Please be aware that some advice in this guide may be affected by the latest coronavirus (COVID-19) guidance for renting.

Please refer to guidance for landlords, tenants and local authorities reflecting the current COVID-19 outbreak.

The landlord, or the letting agent, should give the current version of this guide to the tenant when a new assured shorthold tenancy starts. There is no requirement for a landlord to provide the document again if the assured shorthold tenancy is renewed, unless the document has been updated.

Who is this guide for?



This guide is for people who are renting a home privately under an assured shorthold tenancy, either direct from a landlord or through a letting agency. Most of it will equally apply if you are in a shared property but in certain cases, [your rights and responsibilities will vary](#).

The guide does not cover [lodgers](#) (people who live with their landlord) or people with [licences](#) (such as many property guardians – see this [specific guidance](#)) – nor tenants where the property is not their main or only home.

1. Assured shorthold tenancies

When you enter an [assured shorthold tenancy](#) – the most common type – you are entering into a contractual arrangement.

This gives you some important rights as well as some responsibilities.

This guide will help you to understand what your rights are, what responsibilities you have and what questions to ask.

This will help you create a positive relationship with your landlord, but will also tell you how to get help if things go wrong.

Take your time to read documents and contracts carefully. When you rent a home, people sometimes expect you to make a quick decision, or to sign documents before you've had time to think about them.

You shouldn't feel forced into a decision and it is important to understand the terms and conditions of any contract you are agreeing to before you sign it.

Your landlord must provide you with a copy of this guide, so **use the checklist and keep it safe** to protect yourself from problems at every stage.



2. Before you start

Key questions

- **Is the landlord or letting agent trying to charge any fees?** For example, for holding the property, viewing the property or setting up a tenancy agreement? Since 1 June 2019, most fees charged in connection with a tenancy are banned. A charge to reserve a property is permitted but it must be refundable and it cannot equate to more than 1 weeks' rent. Viewing fees and tenancy set-up fees are not allowed. See ['Permitted fees'](#) below for more details.
- **How much is the deposit?** Since 1 June 2019, there has also been a cap on the deposit that the tenant is required to pay at the start of the tenancy. If the total annual rent is less than £50,000, the maximum deposit is 5 weeks' rent. If the annual rent is £50,000 or above, the maximum deposit is 6 weeks' rent. The deposit must be refundable at the end of the tenancy, usually subject to the rent being paid and the property being returned in good condition, and it must be 'protected' during the tenancy. See ['Deposit protection'](#) below.
- **How long do you want the tenancy for?** The landlord must allow you to stay in the property for a minimum of 6 months. Most landlords offer tenancies for a fixed term of 6 or 12 months. However, it is possible to negotiate a longer tenancy. Alternatively, you could agree to a tenancy which rolls over on a weekly or monthly basis. These tenancies have no fixed end date, but the landlord must allow you to stay in the property for at least 6 months.
- **What can you afford?** Think about how much rent [you can afford to pay](#): 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- **Are you are entitled to Housing Benefit or Universal Credit?** If so, you may get help with all or part of your rent. If you are renting from a private landlord you may receive up to the Local Housing Allowance (LHA) rate to cover or help with the cost of rent. Check with this [online calculator](#) to see if you can afford to live in the area you want. You should also look at this advice about [managing rent payments on Universal Credit](#).
- **Which area you would like to live in and how you are going to look for a rented home?** The larger the area where you are prepared to look, the better the chance of finding the right home for you.
- **Do you have your documents ready?** Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- **Do you have the right to rent property?** Landlords in England must check that all people aged 18 or over, living in their property as their only or main home have the right to rent. Landlords must carry out this check before the start date of your tenancy agreement. There are two types of right to rent checks; a manual document-based check or a check via the Home Office online checking service. Your landlord can't insist which option you choose but not everyone can use the online service.

Further information on how to prove your right to rent to a landlord can be found on [GOV.UK](#).
- **Will you need a rent guarantor?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, you can ask [Shelter](#) for advice.

Ways to rent a property

Direct from the landlord

- Look for landlords who belong to an [accreditation scheme](#). Accreditation schemes provide training and support to landlords in fulfilling their legal and ethical responsibilities. Your [local authority](#) can advise you about accreditation schemes operating in your area. The [National Residential Landlords Association](#) and the [Guild of Residential Landlords](#) run national schemes.

Through a letting agent

- Letting agents must be a member of a redress scheme. You should check which [independent redress scheme](#) the agent is a member of in case you have an unresolved dispute.
- If they receive money from you such as rent payments, you should also check they are a member of a client money protection scheme. See a [list of approved schemes](#). By law, this information should also be clearly visible to you at the agent's premises and on their website.
- Reputable agents are often accredited through a professional body such as [ARLA](#), [Propertymark](#), [GPP](#), [Safeagent](#), [RICS](#) or [UKALA](#).



Watch out for scams!

Be clear who you are handing money over to, and why.



3. Looking for your new home

Things to check

- **Deposit cap.** Check that the tenancy deposit you're being asked for is not more than 5 weeks' worth of rent (where annual rent is less than £50,000) or 6 weeks' rent (where annual rent is more than £50,000).
- **Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government approved scheme](#). Some schemes hold the money, and some insure it. You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together. Contact your local authority for advice.
- **You may be offered a deposit replacement product as an alternative to a cash deposit.** A landlord or agent cannot require you to use a deposit replacement product but may allow it as an option without breaking the Tenant Fees Act. There are several different deposit replacement products available on the market. Depending on the product, you may be required to pay a non-refundable fee up-front (often equivalent to one week's rent) and/or a monthly payment for the duration of your tenancy. With most products you will still be responsible for the costs of any damages incurred at the end of the tenancy or required to pay an excess on any claim for damages or unpaid rent. It is strongly advised to always check the terms and conditions and to see if it is regulated by the [Financial Conduct Authority \(FCA\)](#).
- **Length of tenancy.** There is usually a fixed period of 6 or 12 months. If you want more security, it may be worth asking whether the landlord is willing to agree to a longer fixed period. Alternatively, you may be offered a weekly or monthly assured shorthold tenancy which does not last for a fixed period. Even with those tenancies, however, the landlord must allow you to stay in the property for a minimum of 6 months.
- **Smoking and pets.** Check if there are any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- **Bills.** Check who is responsible for bills such as electricity, gas, water and council tax. You or the landlord? Usually the tenant pays for these. Advice on paying bills is available [here](#).
- **Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- **Smoke alarms and carbon monoxide detectors.** Landlords must have **at least** one smoke alarm installed on every storey of a property they let out. In addition, if you have solid fuel appliances like wood burning stoves or open fires, check carbon monoxide detectors must be provided. If not, your landlord must install them. They could save your life.
- **Safety.** Check that the property is safe to live in. Use the [How to rent a safe home](#) guide to help you identify possible hazards.
- **Fitness for human habitation.** Your property must be safe, healthy and free from things that could cause serious harm. If not, you can take your landlord to court. For more information, see the [tenants' guide on using the Homes \(Fitness for Human Habitation\) Act 2018](#). You should also check whether your tenancy agreement excuses you from paying rent should the building become unfit to live in because of, for example, a fire or flood.

Check who your landlord is

Make sure you have the name of your landlord and an address in England or Wales where the landlord will accept service of notices, in writing. Landlords are obliged to provide you with this information and the rent is not 'lawfully due' until they do so.

If the property is a flat, ask whether the landlord is the owner or leaseholder of the flat, and ask whether the freeholder, for example the owner of the block, has agreed to the flat being let out. If the landlord has a mortgage ask whether the mortgage company has agreed to the letting. The landlord may not need the freeholder's consent but, if there is a mortgage, the lender's consent will always be needed. Be aware that you may have to leave the property if the landlord does not keep up the mortgage payments.

If the property is a house, ask whether the landlord is the owner, whether the landlord has a mortgage and whether the mortgage company has agreed to the letting. You may have to leave the property if the landlord does not keep up the mortgage payments.

If the 'landlord' is not the property owner – and they claim to be a tenant, a family member or a friend, be very cautious, as it could be an unlawful sub-letting.

Permitted fees

The government's guidance on the Tenant Fees Act contains information about the fees that letting agents and landlords are prohibited to charge tenants, as well as the fees that are permitted.

Permitted fees are as follows:

- rent
- a refundable tenancy deposit capped at no more than 5 weeks' rent where the total annual rent is less than £50,000, or 6 weeks' rent where the total annual rent is £50,000 or above
- a refundable holding deposit (to reserve a property) capped at no more than 1 week's rent
- payments associated with early termination of the tenancy, when requested by the tenant
- payments capped at £50 (or reasonably incurred costs, if higher) for the variation, assignment or novation of a tenancy
- payments in respect of utilities, communication services, TV licence and Council Tax
- a default fee for late payment of rent and replacement of a lost key/security device giving access to the housing, where required under a tenancy agreement

All other fees, including the following, are banned:

- viewing fees, any charge for viewing the property
- tenancy set up fees, any charge for setting up the tenancy or contracts
- check out fees, any charge for leaving the property
- third party fees, any charge for anything that is done by someone other than the landlord or tenant but that the landlord must pay for

Licensing requirements

Houses in Multiple Occupation (HMOs)

HMOs are usually properties where three or more unrelated people share facilities such as a kitchen or bathroom.

Some HMOs must be [licensed](#). Check that your landlord has the correct licence. Landlords of licensed HMOs **must by law** give tenants a statement of the terms on which they live in the property.

Selective Licensing

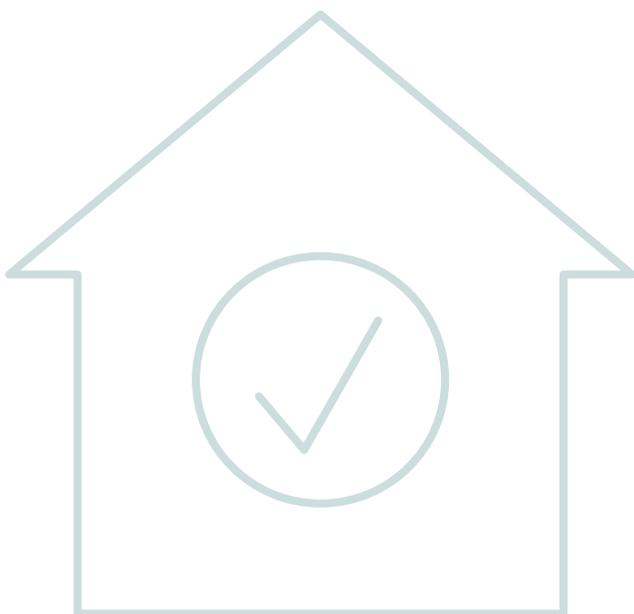
Some single family dwellings may also need to be licensed. Check with your local authority whether the house is within a selective licensing scheme area. Selective licensing enables a local housing authority to require all landlords of privately rented housing in a designated area to obtain a licence for each individual property. It gives the local housing authority powers to inspect properties and enforce standards to address specific property issues.



4. When you've found a place

Check the paperwork

- Tenancy Agreement.** Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities before you sign it. The landlord or agent usually provides one, but you can ask the landlord or agent to consider using a different version instead. The government has published a [model tenancy agreement](#) which can be downloaded for free. If you have any concerns about the agreement, seek [advice](#) before you sign. If you are unhappy with the tenancy agreement, the Tenant Fees Act allows tenants to walk away from unfair terms without forfeiting the holding deposit.
- Inventory.** Agree an inventory (or check-in report) with your landlord before you move in and, as an extra safeguard, make sure that you take photos. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy. From 1 June 2019, landlords/letting agents cannot charge certain fees – see the government's [guidance](#) for more information.
- Meter readings.** Remember to take meter readings when you move in. Take a photo showing the meter reading and the date and time, if possible. This will help make sure you don't pay for the previous tenant's bills.
- Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency. You are legally entitled to know the name and address of your landlord.
- Code of practice.** Ask whether your landlord or agent has signed a code of practice, which may give you additional assurance about their conduct and practices.



The landlord must provide you with:

- A copy of this guide 'How to rent: the checklist for renting in England' when a new tenancy starts as a printed copy or, if you agree, via email as a PDF attachment.
- A gas safety certificate. The landlord must provide you with a copy of this certificate before you enter into occupation of the property and must give you a copy of the new certificate after each annual gas safety check, if there is a gas installation or appliance.
- Deposit paperwork. If you have provided a deposit, the landlord must protect it in a government approved scheme within 30 days and provide you prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- The Energy Performance Certificate (EPC). Your landlord must provide you with a copy of the EPC, which contains the energy performance rating of the property you are renting, free of charge at the onset of your tenancy. As of April 2020, all privately rented properties must have an energy performance rating of EPC Band E or above (unless a valid exemption applies) prior to being let out. You can also search online for the EPC and check its rating on <https://www.epcregister.com/>.

The landlord should also provide you with:

- A record of any [electrical inspections](#).
- Under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, landlords have to get their property electrics checked at least every five years by a properly qualified person. This applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021. The electrics must be safe and your landlord must give you proof of this. For more information please see our [guidance on electrical safety standards in the private rented sector](#).
- Evidence that smoke alarms and any carbon monoxide alarms are in working order at the start of the tenancy. Tenants should then regularly check they are working.

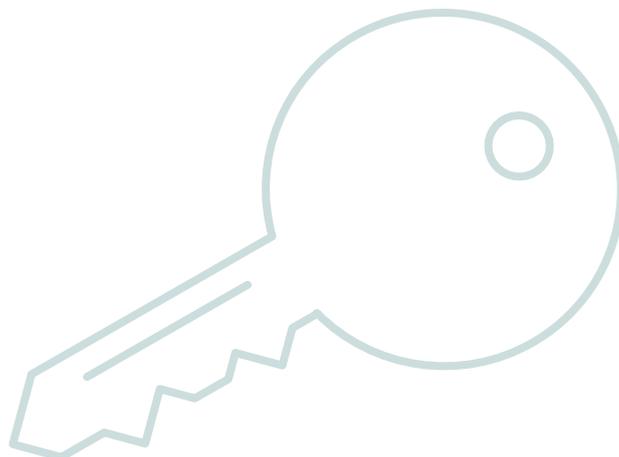
5. Living in your rented home

The tenant must...

- Pay the rent on time.** If your rent is more than 14 days late, you could be liable for a default fee. A default fee for late payment of rent is limited by the Tenant Fees Act to interest on the outstanding amount, capped at 3% above Bank of England base rates. The landlord/agent cannot charge any other fees. For more information, please read the [Government's guidance](#) for tenants on the Tenant Fees Act 2019. Further, you could lose your home because you have breached your tenancy agreement. If you have problems, [GOV.UK](#) has links to further advice. Check out these [practical steps for paying your rent on time](#).
- Pay any other bills** that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can [choose your own energy supplier](#).
- Look after the property.** Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- Be considerate to the neighbours.** Anti-social behaviour may be a reason for your landlord to evict you.
- Not take in a lodger** or sub-let without checking whether you need permission from your landlord.

The tenant should...

- Make sure you know how to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- Regularly test your smoke alarms and carbon monoxide detectors – at least once a month.
- Report any need for repairs to your landlord. If you think there are any repairs that are needed, you should report these to your landlord. Failure to report the need for repairs could be a breach of your tenancy agreement. In extreme circumstances there may be a risk to your deposit if a minor repair turns into a major problem because you did not [report it](#).
- Consider obtaining insurance for your contents and belongings – the landlord will usually have insurance for the property but it will not cover anything that belongs to you.
- Consider if having a smart meter installed would save you money, if you are responsible for paying the energy bills. Read guidance about your rights and information about how to get a smart meter. We'd recommend that you tell your landlord before you get one.
- And don't forget to [register to vote](#).



The landlord must...

- Maintain the structure** and exterior of the property.
- Ensure the property is free from serious hazards** from the start of and throughout your tenancy.
- Fit [smoke alarms](#)** on every floor and [carbon monoxide alarms](#) in rooms with appliances using solid fuels – such as coal and wood – and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- Deal with any problems** with the water, electricity and gas supply.
- Maintain** any appliances and furniture they have supplied.
- Carry out most [repairs](#)**. If something is not working, [report it](#) to your landlord or agent as soon as you can.
- Arrange an annual [gas safety check](#)** by a Gas Safe engineer (where there are any gas appliances).
- Arrange a five-yearly electrical safety check** by a qualified and competent person (this applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021).

- Seek your permission to access your home and give at least 24 hours' notice of proposed visits** for things like repairs and those visits should take place at reasonable times – neither the landlord nor the letting agent is entitled to enter your home without your express permission.
- Get a licence for the property** if it is a [licensable property](#).
- Ensure the property** is at a [minimum of EPC energy efficiency band E](#) (unless a valid exemption applies).

The landlord should...

- Insure the building to cover the costs of any damage from flood or fire.
- Check regularly to ensure all that products, fixtures and fittings provided are safe and that there haven't been any product recalls. Help is available at [the Royal Society for the Prevention of Accidents \(ROSPA\)](#), [Trading Standards](#) and [the Child Accident Prevention Trust](#).
- Ensure blinds are safe by design and they do not have looped cords. This is especially important in a child's bedroom. More information can be found at <https://www.rospa.com/campaigns-fundraising/current/blind-cord>.



6. At the end of the fixed period

If you want to stay

Should you wish to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

Do you want to sign up to a new fixed term?

If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical. Shelter publishes advice on how you can end your tenancy.

Your landlord might want to increase your rent

Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a [procedure set out in law](#).

The deposit cap introduced by the Tenant Fees Act 2019 means you may be entitled to a partial refund of your tenancy deposit. The government's [guidance](#) on the Act explains whether this affects you.

If you or the landlord want to end the tenancy

The government has announced that it plans to put an end to 'no fault' section 21 evictions by changing existing legislation. Landlords will still be able to issue you with a section 21 possession notice until new legislation comes into effect. If you receive a section 21 notice from your landlord, seek advice from [Shelter](#) or [Citizens Advice](#). If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

There are things that both landlords and tenants must do at the end of the tenancy:

Giving notice

It is a legal requirement for landlords to give you [proper notice](#) if they want you to leave, and they can only legally remove you from your home with a court order. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given you the correct period of notice, which varies depending on the type of tenancy and the reason your landlord wants you to leave.

If you have been served with a notice that your landlord wants you to leave, you should read it at once. The notice should contain helpful information. Acting on it straight away may, in certain circumstances, allow you to keep your home. If you are unsure how to respond or worried that you will become homeless, you should access advice and support as soon as possible, for example through contacting [Citizens Advice](#) and/or [Shelter](#), who can provide free, expert advice on your individual circumstances. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

For more information about your rights and responsibilities when your landlord wants you to leave your home, see [Understanding the possession action process: A guide for private landlords in England and Wales](#).

If you want to end the tenancy

Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property. One month's notice is typical. If you want to leave the property, you must give notice to your landlord in writing – make sure you keep a copy of the document and a record of when it was sent. Please see 'If things go wrong' below if you wish to leave sooner than the notice period set out in the tenancy agreement.

Rent

Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.

Bills

Do not leave bills unpaid. This might have an impact on your references and credit rating.

Clear up

Remove all your possessions, clean the house, dispose of rubbish and take meter readings. Try to leave the property in the same condition that you found it in. Check this against your copy of the inventory and take photos that show how you have left the property.

Dispose of any unwanted furniture via a local collection service.

Return the keys

Return all sets of keys that were provided. If you do not, the landlord may charge you for changing the locks.

Inspection

Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage. If you do not agree with proposed deductions contact the relevant [deposit protection scheme](#).



7. If things go wrong

Most problems can be resolved quickly and easily by talking to your landlord or letting agent.

There are often legal protections in place too for the most common problems that you may experience during the tenancy – the following links will tell you what they are or where to look for help:

- **If you have a complaint about a letting agent's service** and they don't resolve your complaint, you can complain to an [independent redress scheme](#). Letting agents must be a member of a government approved redress scheme.
- **If you wish to leave the property within the fixed term, or more quickly than permitted in the tenancy agreement** you should discuss this with your landlord. If your landlord or letting agent agrees to end the tenancy early, you should make sure that this is clearly set out in writing and that you return all your sets of keys. If you do not, your landlord may make a court claim against you, to obtain possession of the property. You could be charged if you want to end the tenancy early, although this fee must not exceed the loss incurred by the landlord or the reasonable costs to your letting agent if you are renting through them. Unless or until a suitable replacement tenant is found, you will be liable for rent until your fixed-term agreement has ended or, in the case of a statutory periodic tenancy, until the required notice period under your tenancy agreement has expired. The government's guidance on the [Tenant Fees Act](#) contains more information.
- **If you are having financial problems**, or are falling into rent arrears, speak to your landlord as they may be helpful, and are likely to be more sympathetic if you talk to them about any difficulties early on. Should you need further help contact your local housing authority, [Citizens Advice](#) or [Shelter](#) as soon as possible. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice. Check out these [practical steps for managing your rent payments](#).
- **If the property is in an unsafe condition** and your landlord won't repair it – contact your [local authority](#). They have powers to make landlords deal with serious health and safety hazards. You can also report this to your local Trading Standards.
- **You may be able to take your landlord to court yourself** if you think the property is not fit for habitation, under the [Homes \(Fitness for Human Habitation\) Act 2018](#). The court can make the landlord carry out repairs and can also make the landlord pay you compensation. You may also be able to take your landlord to court if they do not carry out some repairs. For more information, please see the [Shelter advice](#) on section 11 of the Landlord and Tenant Act 1985.
- **If you have a serious complaint about the property** and your local authority has sent a notice to the landlord telling them to make repairs, your landlord [may not be able to evict you](#) with a section 21 notice (no fault eviction) for 6 months after the council's notice. You can still be [evicted](#) with a section 8 notice if you break the terms of your tenancy.
- **Failure to comply with a statutory notice is an offence.** Depending on the notice, local authorities may prosecute or fine the landlord up to £30,000. **Local authorities have powers to apply for banning orders** which prevent landlords or property agents from managing and/or letting out property if they are convicted of certain offences. If a landlord or property agent receives a banning order, they will be added to the Database of Rogue Landlords and Property Agents. There is a specific process for this, which can be found [here](#).

- **If a landlord or letting agent charges you a prohibited payment** (a banned fee according to the Tenant Fees Act 2019) or unlawfully retains a holding deposit they could be liable for a fine of up to £5,000 and if there are multiple breaches they could be liable for a fine up to £30,000 as an alternative to prosecution. Local authorities are responsible for issuing these fines. Landlords or letting agents cannot rely on giving notice under section 21 to obtain a possession order if they have not repaid any unlawful fees or deposits they have charged under the terms of the Act.
- **If your landlord is making unannounced visits or harassing you** – contact your local authority, or if more urgent dial 999.
- **If you are being [forced out illegally](#)** contact your [local authority](#). Shelter and Civil Legal Advice (see Help and Advice below) may also be able to help you. If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#). You can only be legally removed from the property if your landlord has a court order for possession and a warrant is executed by court bailiffs or sheriffs.
- If you live with your partner and you separate, you may have [the right to carry on living in your home](#).
- **If you are concerned about finding another place to live**, then contact the Housing Department of your [local authority](#) straight away. Depending on your circumstances, they may have a legal duty to help you find accommodation and they can also provide advice. The local authority should not wait until you are evicted before taking action to help you.

If you are concerned about finding another place to live, then contact the Housing Department of your [local authority](#) straight away.

Protection from eviction

Landlords must follow strict procedures if they want you to leave your home. They may be guilty of harassing or illegally evicting you if they do not follow the correct procedures.

Landlords must provide you with the correct notice period and they can only legally remove you from your home by obtaining a court order for possession and arranging for a warrant to be executed by court bailiffs or sheriffs. See [Understanding the possession action process: A guide for private residential tenants in England and Wales](#).

Rent Repayment Orders

Rent Repayment Orders require a landlord to repay a specified amount of rent to a tenant and/or a local authority, where there has been, for example, an illegal eviction or failure to licence a property that requires licensing.

Rent Repayment Orders also cover breach of a banning order or failure to comply with certain statutory notices. Where a Rent Repayment Order is made, local authorities may retain the money if the tenant's rent was paid by state benefits. Where a tenant has paid rent themselves, the money is returned to them. If benefits covered part of the rent, the amount is paid back pro-rata to the local authority and the tenant.

If you are reading a print version of this guide and need more information on the links, please [contact us](#) or on 0303 444 0000 or at 2 Marsham Street, London, SW1P 4DF.

8. Further sources of information

Read further information about [landlords' and tenants' rights and responsibilities](#).

Read the government's [guidance on the Tenant Fees Act](#). This includes:

- what the Tenant Fees Act covers**
- when it applies and how it will affect you**
- helpful Q&A**

Tenancy deposit protection schemes

Your landlord must protect your deposit with a government-approved tenancy deposit scheme.

- [Deposit Protection Service](#)
- [MyDeposits](#)
- [Tenancy Deposit Scheme](#)

Client money protection schemes

Your agent must protect money such as rent payments through membership of a government approved client [money protection scheme](#).

Letting agent redress schemes

Every letting agent must belong to a government approved redress scheme.

- [The Property Ombudsman](#)
- [Property Redress Scheme](#)

Homes (Fitness for Human Habitation) Act 2018

[Guide for tenants](#)

Help and advice

- [Citizens Advice](#) – free, independent, confidential and impartial advice to everyone on their rights and responsibilities.
- [Shelter](#) – housing and homelessness charity who offer advice and support.
- [Crisis](#) – advice and support for people who are homeless or facing homelessness.
- [Your Local Housing Authority](#) – to make a complaint about your landlord or agent, or about the condition of your property.
- [Civil Legal Advice](#) – if you are eligible for legal aid, you can access free and confidential advice.
- [Money Advice Service](#) – free and impartial money advice.
- [The Law Society](#) – to find a lawyer.
- [Gas Safe Register](#) – for help and advice on gas safety issues.
- [Electrical Safety First](#) – for help and advice on electrical safety issues.
- [Marks Out Of Tenancy](#) – information for current and prospective tenants.

Also in this series

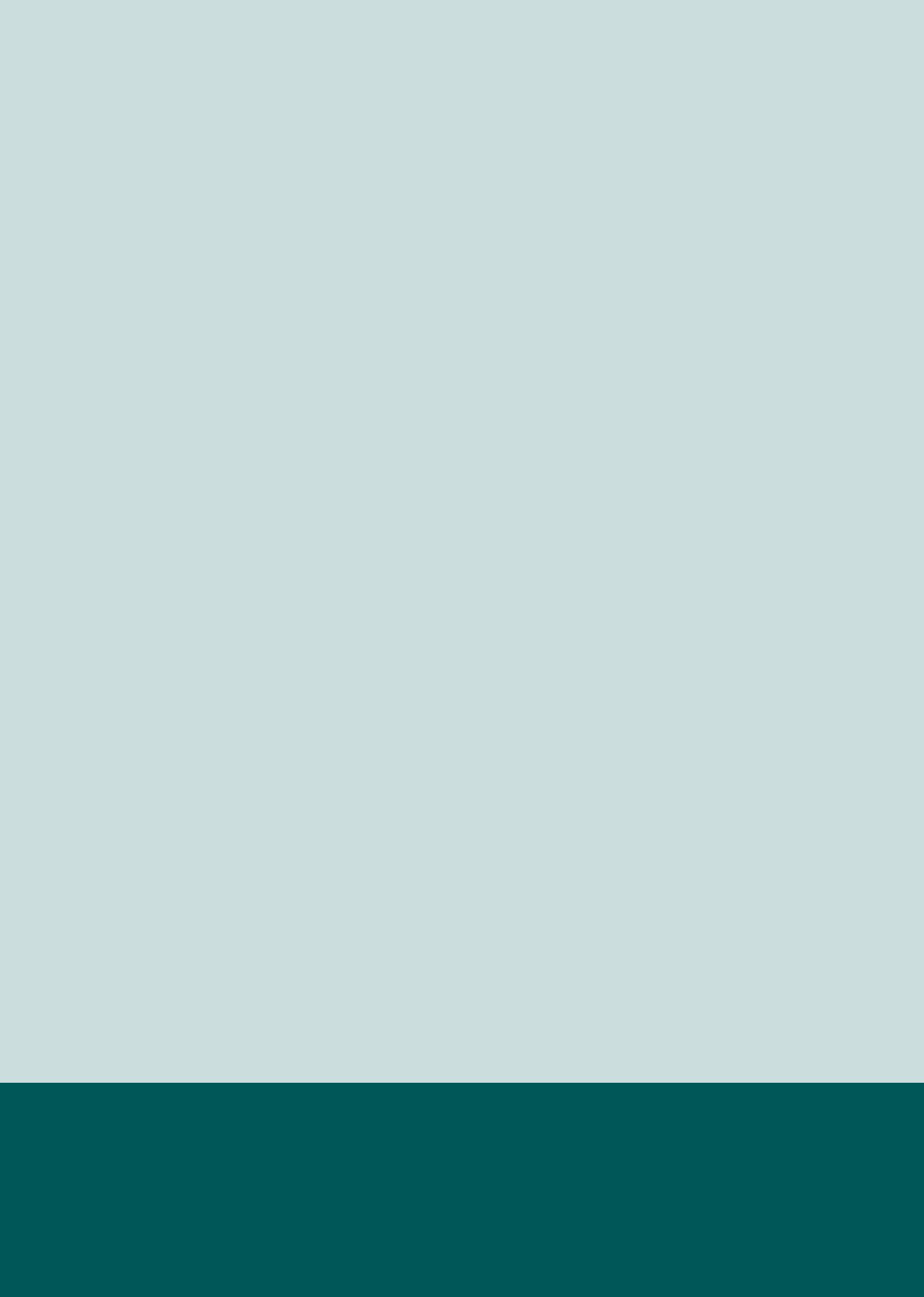
The government's [How to rent a safe home](#) guide helps current and prospective tenants ensure that a rented property is safe to live in.

The government's [How to let](#) guide provides information for landlords and property agents about their rights and responsibilities when letting out property.

The government's [How to lease](#) guide helps current and prospective leaseholders understand their rights and responsibilities.

The government's [How to buy a home](#) guide provides information to home buyers.

The government's [How to sell a home](#) guide provides information to those looking to sell their home.



HouseLet Direct provide a range of effective housing solutions including fixed fee packages:

- Tenant Referencing Services
- Right To Rent Checks
- Fit & Proper Person Compliance Services
- Property License Services
- 24 hour Repair Reporting Services for Landlords
- Private Sector Housing Leasing Inspections
- Fixed Fee HHSRS Inspection Certificates
- Entry Clearance Accommodation Inspections
- HMO, Selective Licensing & Periodic Inspections
- Expert Nuisance and ASB Assessments
- Expert Witness and Section 11 and S82 Inspections

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