



# How to let guide

*A guide for current and prospective private residential landlords in England*

**Hanover**



HM Government

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**If you have downloaded a copy of this guidance, please check you have the most up-to-date version by following this link:**

[GOV.UK/government/publications/how-to-let](https://www.gov.uk/government/publications/how-to-let)

## Who is this guide for?

This guide is for people who are considering letting a house or flat in England to tenants in the private rented sector while living in another property.



It does not cover [leasehold](#), [holiday lets](#) or 'resident landlords' who let to [lodgers](#).

This guide will help you understand what responsibilities you have as a landlord and create a positive relationship with your tenant.

# 1. Assured shorthold tenancy

This guide is focused on landlords letting to tenants on an [assured shorthold tenancy](#), which is the main type of tenancy arrangement between landlords and tenants. By setting up an assured shorthold tenancy, you enter a contractual arrangement to let your property to a tenant.

## Key legal responsibilities

Your key legal responsibilities as a landlord include:

- ensuring the property is fit for human habitation and free from hazards at the beginning of the tenancy and throughout
- abiding by the provisions in the Tenant Fees Act 2019, which bans charging unfair fees to tenants in connection with a tenancy and also caps tenancy and holding deposits
- protecting tenancy deposits in a [government-approved scheme](#)
- providing your tenants with an up-to-date copy of the [‘How to rent: the checklist for renting in England’ guide](#)
- keeping the property in a good state of repair
- carrying out gas safety checks every year and giving a copy of the certificate to the tenant(s) before the start of the tenancy
- getting an energy performance certificate if required, and giving a copy to the tenant at the earliest opportunity (rented homes must meet the rating E or above)
- having the [electrical installations in the property inspected and tested](#) at least every five years
- installing [smoke and carbon monoxide alarms](#)
- ensuring an individual has the “right to rent” in the UK provided they are present lawfully in accordance with immigration law. Under section 22 of the Immigration Act 2014 (“the 2014 Act”), a landlord should not authorise an adult to occupy property as their only or main home under a residential tenancy agreement, unless the adult is a British, or Irish citizen or has the “right to rent” in the England
- making sure that your tenant has the correct contact details for you or your agent, including a telephone number they can use in case of an emergency – under section 48 of the Landlord and Tenant Act 1987, you are required to provide your tenant with your name and with an address, which must be in England or Wales, where they can serve you any notices (rent will not be ‘lawfully due’ until you have done so)



## 2. Before letting your property

You may find it helpful to get an agent to let or manage your property, particularly if you do not have the time to manage it yourself. You should check that the agent complies with all relevant regulations and that they are a member of a professional body.

It is illegal for landlords or letting agents to charge certain fees to tenants.

Any landlords or letting agents found to be in breach of the Tenant Fees Act are liable for a fine of up to £5,000. If a further breach is committed within five years, they are liable for a fine of up to £30,000 or prosecution. Read the government [guidance for landlords and letting agents on the Tenant Fees Act 2019](#).

Make sure you have a written agreement with the agent that sets out exactly what they will do on your behalf. If this is not clear, it might cause problems for you and your tenants.

You should check what fees (if any) the agent will charge and ensure they are complying with the Tenant Fees Act 2019 before allowing them to let out your property.

See the section on '[Letting agent rules and regulations](#)' below.

### Sub-letting a leasehold property

If you are a leaseholder owner, check the lease for any terms or conditions relating to letting the property out. Some leases require you to get the freeholder's consent before sub-letting. If the property is a shared ownership property, subletting is not usually allowed.

### Letting with a mortgage

Usually, buy-to-let mortgages are used to fund the purchase of a property which is intended to be let. If you want to let a property with an existing owner-occupier mortgage, you must get consent from your mortgage lender and insurance provider.

### Property licensing and houses in multiple occupation

A house in multiple occupation is a property let out by at least three people who are not from the same 'household' (for example, a family) but share facilities like the bathroom and kitchen.

If you want to rent out your property as a house in multiple occupation, you must contact your council to check if you need a licence.

If all of the following criteria apply, your property is defined as a large house in multiple occupation and you must have a licence to rent it:

- there are five or more tenants who form more than one household
- some or all tenants share toilet, bathroom or kitchen facilities
- at least one tenant pays rent (or their employer pays it for them)

Even if your property is smaller and rented to fewer tenants or it isn't a house in multiple occupation, you may still need a licence depending on the area. In some areas, local councils require landlords to hold a licence to let out a property under an additional licensing scheme (covering small houses in multiple occupation) or selective licensing requiring all rented properties in the area to be licensed. Check with your [local council](#) if your property must be licensed, and go to [GOV.UK/house-in-multiple-occupation-licence](#).

It is an offence if you do not apply for a license for a licensable property. An unlimited fine may be imposed.

## Tax obligations

Letting a property can increase your income and you may be taxed. It may also affect any benefits that you receive. Use this [online guide](#) to find out your tax obligations as a landlord and how to work out your rental income. If you live abroad, read this [guide for non-resident landlords](#).

**For more information about your financial obligations as a landlord, please visit the [MoneyHelper website](#).**

## Accreditation schemes

You should consider joining a landlord accreditation scheme, which can provide various benefits. These include signalling to your tenants that as a landlord you meet a set of professional standards. Your [local council](#) can advise you on accreditation schemes operating in your area.

There are also national schemes that can give you advice and keep you up to date with the latest news.

## Product safety

You should 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](#), [Chartered Trading Standards Institute](#) and the [Child Accident Prevention Trust](#).

## Furniture

You must ensure that any furniture supplied has the required fire safety labels and is fire resistant. The Office for Product Safety and Standards provides [further information on product safety](#).

## Blinds and blind cords

To prevent accidents associated with blind cords, blinds should be safe by design and not have looped cords. This is especially important in a child's bedroom. More information can be found on the [Royal Society for the Prevention of Accidents' website](#).

## Checklist



- Ensure you have an appropriate mortgage or permission from your mortgage lender in place
- Get the freeholder's consent to sub-let (where necessary) if you are a leaseholder
- Get a property licence (where necessary)
- Check your tax obligations as a landlord
- Consider joining a landlord accreditation scheme



## Letting agent rules and regulations

Letting agents must comply with [the relevant legislation](#). They must abide by business rules and regulations, as well as those specific to their industry.

### Membership of a redress scheme

All letting agents and property managers in England must be a member of a [government-approved redress scheme](#). This ensures both landlords and tenants can make complaints to an independent, expert body. By law, the name of the redress scheme must be displayed at each premises of the letting agent or property manager or published on their website.

[The National Trading Standards property checker](#) helps consumers and enforcement bodies to:

- **check** whether an agent is correctly registered
- **find** agents who are correctly registered, searching by town or postcode

The data on the checker is for information only and should be verified with the provider.

### Client money protection scheme membership

In England, letting agents and property managers who operate in the private rented sector and hold client money must belong to a government-approved client money protection scheme. They should provide the name of the approved scheme and display their certificate of membership in their offices and on their website.

## Transparent fees

All letting agents must publicise any fees they charge so landlords and tenants are aware of the cost of renting through them. Please note that most fees to tenants are banned under the [Tenant Fees Act 2019](#).

## Checklist



- Check if the agent is a member of a professional body
- Check if the agent is a member of a redress scheme and a client money protection scheme
- Check whether the agent has complied with the ban on letting fees in the Tenant Fees Act 2019
- Have a written agreement outlining the services your agent will provide and when

## 3. Getting your property ready

### Gas and electric appliances

All gas appliances and flues need an annual gas safety check, which should always be carried out by a suitably qualified Gas Safe-registered engineer. You'll then be given a landlord gas safety record with details of all the checks that were carried out. Go to the [Gas Safe Register's website](#) for more information.

You must provide the record to current tenants within 28 days or new tenants at the start of their tenancy. Failure to do so may mean you are not able to use section 21 of the Housing Act 1988 to take possession of your property if needed.

Electrical installations must be inspected and tested by a qualified and competent person at least every five years. You have to provide a copy of the electrical safety report to your tenants and to your local council if requested. Read the [guidance on electrical safety standards](#) for more information.

It is also recommended that you regularly carry out portable appliance testing on any electrical appliances you provide and supply the tenant with a record of any electrical inspections carried out.

### Smoke and carbon monoxide alarms

You must ensure there is at least one smoke alarm on each floor of a rented home where there is a room used as living accommodation.

You must ensure there is a carbon monoxide alarm in any room used as living accommodation which contains a fixed combustion appliance (excluding gas cookers).

You must ensure smoke alarms and carbon monoxide alarms are repaired or replaced if you are informed that they are faulty.

Please see the [Smoke and Carbon Monoxide Alarm \(Amendment\) Regulations 2022](#) for more information.



## Energy efficiency

In most cases, you must provide potential tenants with an [energy performance certificate](#) at the earliest opportunity. You will not be able to gain possession of your property using a section 21 notice unless you provide this.

Since 1 April 2020, landlords can no longer let or continue to let properties if they have a rating below E unless a valid exemption is in place.

If you are currently planning to let a property with a rating of F or G, you need to improve the property's rating to E or register an exemption before you enter into a new tenancy.

If you are currently letting a property with a rating of F or G and you haven't already taken action, you must improve the property's rating to E immediately or register an exemption.

Read [guidance on the minimum energy efficiency standard](#) for more information.

If the tenant is responsible for paying the energy bills, they can choose to have smart meters installed. If you are responsible for paying the energy bills, you could consider installing smart meters in your property. Read Ofgem's [guidance about smart meters](#) and Smart Energy GB's [information about the benefits of smart meters for rented properties](#).

## Water safety

You must ensure the water supply is in working order and [assess the risk from exposure to Legionella](#).

If your property is on a private water supply, letting it confers additional obligations on the local council which they can recharge you for.

## Checklist



- Install smoke alarms and possibly carbon monoxide alarms where necessary, and ensure that they are working on the first day of the tenancy
- Have a valid gas safety certificate
- Have a valid electrical installation conditions report
- Have an energy performance certificate for your property (rated E or above from April 2018)
- Make sure your properties are free from dangerous looped blind cords
- Ensure that furniture supplied has the required fire safety labels and fireproofing
- Assess the risk from exposure to Legionella to ensure the safety of your tenants
- Keep the property and installations in repair and working order, and ensure that there are no serious health and safety hazards in the property (read [the housing health and safety rating system guidance](#))
- Make sure you keep records to prove that you are following the necessary legal requirements



# 4. Setting up your tenancy

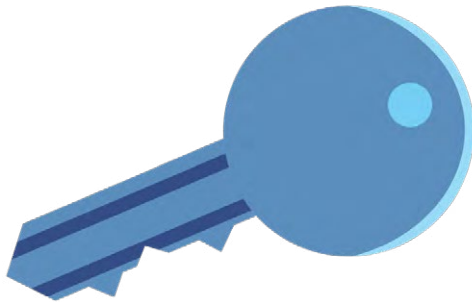
## The tenancy agreement

It is best practice to provide your tenant with a [written tenancy agreement](#).

The terms of your agreement must be fair. If your agreement conflicts with the duties imposed on landlords by legislation, the legislation overrides it.

The government has published a [model tenancy agreement](#) which can be downloaded for free. You may decide to draw up your own agreement. If so, you should seek professional legal advice.

Prospective tenants should be given every opportunity to read and understand the terms of the tenancy before agreeing to sign the tenancy agreement.



## Things to consider before making the agreement

### How long is the tenancy initially for?

A tenancy can be periodic (for example, month to month) or for a fixed term. There is no maximum fixed term for a tenancy, although one granted for longer than three years must be executed as a deed. If the tenancy is going to be for seven years or longer, special rules apply and you will normally need to use a solicitor to draft a lease.

### Who is responsible for bills such as electricity, gas, water and council tax?

Usually, the tenant pays these bills and they must have a choice over the provider for utilities. This must be made clear in the tenancy agreement.

## Legal requirements

### You must carry out right to rent checks

As the landlord, you must [check whether a tenant is aged 18 or over and can legally rent in England](#).

There are three types of right to rent checks:

- a manual document-based check
- an online check using the Home Office right to rent service
- a digital check using identity verification technology via an identity service provider

You can also use the Landlord Checking Service if an individual has an outstanding immigration application, administrative review or appeal, or if their immigration status requires verification by the Home Office.

Conducting a right to rent check as set out in the [code of practice on right to rent](#) will provide you with a statutory excuse against a civil penalty.

[Further information for landlords on right to rent checks](#) can be found on GOV.UK.

### You must protect tenancy deposits

You may ask the tenant to pay a deposit before moving into your property in case of any damage or unpaid bills at the end of the tenancy. It's important to remember that the deposit is the tenant's money. For assured shorthold tenancies created since 6 April 2007, the deposit must be protected by a [government-approved deposit protection scheme](#).

Since 1 June 2019, there is a limit to the amount that you can ask for as a tenancy deposit. The tenancy deposit for new tenancies is capped at five weeks' rent, where the annual rent is below £50,000. For properties with an annual rent of £50,000 or higher, the tenancy deposit is capped at six weeks' rent. For more information, please read the government's [guidance on the Tenant Fees Act for landlords and letting agents](#).

The landlord (or agent if they are acting on the landlord's behalf) must protect the deposit in one of the schemes within 30 calendar days from the day the deposit is received and must provide the tenant with details ('prescribed information') of how their deposit has been protected within the same 30-day period.

Failure to do so means the tenant can take you to court and you will be liable to pay them between one and three times the amount of the deposit. If you fail to follow the rules, you will not be able to gain possession from them using a section 21 notice unless you refund the deposit first.

You must provide an up-to-date copy of the 'How to rent' guide, energy performance certificate and gas safety certificate.

You must give your tenant the latest version of the 'How to rent' guide at the start of a tenancy, either as a hard copy or, if agreed with the tenant, via email as a PDF attachment. You cannot rely on a section 21 notice to gain possession from the tenant if you have not provided these documents.

### **You must provide a copy of the electrical installation condition report**

You must give this to your tenant and to your local council if requested. You also need to give the tenant proof that the electrics are safe. For more information please see our [guidance on electrical safety standards in the private rented sector](#).

### **You must provide your contact details**

Make sure that your tenant has the correct contact details for you or your agent, including a telephone number they can use in case of an emergency.

Under section 48 of the Landlord and Tenant Act 1987, you are required to provide your tenant with your name and with an address (which must be in England or Wales) where they can serve any notices on you. The rent due under the tenancy agreement will not be 'lawfully due' until you have done so. In other words, the tenant could withhold the rent and a court will not treat them as liable for any arrears until you serve the section 48 notice.

## Checklist



- Provide your tenant with a written tenancy agreement
- Carry out right to rent checks
- Don't take a tenancy deposit above the relevant cap for that tenancy
- Protect your tenant's deposit in a deposit protection scheme
- Provide your tenant with a copy of the ['How to rent' guide](#)
- Provide your tenant with a copy of the property's energy performance certificate at the earliest opportunity
- Provide your tenant with a copy of the gas safety certificate before they move in
- Provide a copy of the electrical safety report
- Provide the tenant with your name and an address (in England or Wales) where they can serve notices to you

You must not unlawfully discriminate against a tenant or prospective tenant on the basis of their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief, or sexual orientation.

## Best practice

### Carry out reference checks

You may want to get references from your tenant's former landlords or agents to help you decide whether they are reliable. You may also want to conduct a credit check to confirm their financial responsibility. A letting agent might provide this service, or there are specialist referencing companies that you can instruct directly. You must not charge tenants for any reference checks. You may also want to carry out reference checks yourself – for example, by asking to see your tenant's bank statements or payslips. If the property is in a selective licensing designation, referencing is a legal requirement.

Schedule 4 of the Housing Act 2004 sets out the mandatory conditions for property licences, including that the licence holder must supply a written statement of terms to the occupant of the house. They must also get references from people who want to occupy the house.

### Prepare and agree an inventory

We recommend you clear the property of any sentimental possessions, have the property cleaned to a professional standard and prepare a detailed inventory recording the contents and condition of each room in the property. Consider including photos (time and date stamped). If you have joined a landlord accreditation scheme, they may have a form of inventory that you can use. Make two copies of the inventory – one for you to keep and one for the tenant. At the start of the tenancy, go through the property with the tenant to ensure that the inventory is agreed. If any changes are necessary, make sure that they are made and initialled by both of you on both copies of the document. Both you and the tenant should sign and date the copies of the agreed inventory, and you should each keep a copy safely to refer back to at the end of the tenancy.

## Other things to consider

### You may want to request a rent guarantor

Some landlords ask someone to guarantee the tenant's rental payments. If you do this, bear in mind that for sharers you may need to make it clear which tenant they are providing the guarantee for.



## Tenants in receipt of benefits

Tenants who are entitled to Housing Benefit or Universal Credit may get help to pay all or part of their rent (up to the Local Housing Allowance rate for tenants in the private rented sector). You can check the rates using this [online calculator](#).

For more information, see this [guide on Universal Credit for landlords](#) or this [guide on helping tenants to manage their own rent payments](#).

## 5. During a tenancy

### Things you must do as a landlord

- Keep in repair and proper working order the installations for the supply of water, gas, electricity and sanitation
- Keep in repair and proper working order the installations for the heating of space and water
- Keep the property fit for habitation at the outset and for the duration of the tenancy, as required by the Homes (Fitness for Human Habitation) Act 2018 – read the [guidance for landlords](#)
- Keep the structure and exterior of the property in repair
- Carry out repairs within a reasonable period once you become aware that work is needed – this will depend on the nature of the problem and how it affects the tenant, as some repairs will be more urgent than others
- Maintain any appliances and furniture you have supplied
- Fit [smoke alarms](#) on every floor and [carbon monoxide alarms](#) in rooms with combustion appliances (such as boilers and wood-burners), and make sure they are working at the start of a tenancy
- Arrange an annual [gas safety check](#) by a Gas Safe engineer (where there are any gas appliances)
- Arrange an electrical safety check by a qualified and competent person every five years
- Get a licence for the property if it is licensable

Consider requests for reasonable adjustments, including changes to the terms of tenancy agreements, providing equipment, home adaptations or adjustments to the common parts of buildings. Under the Equality Act, when a disabled tenant requests adjustments, you must respond in a reasonable timeframe and can only refuse if you have a good reason, which you should explain. You can ask your tenant to pay for the changes they have asked for. However, landlords can also apply for a Disabled Facilities Grant from the local council towards the costs of adjustments. Read [guidance on adaptations and sources for funding for landlords](#).

### You should also:

- consider getting landlords' insurance
- insure the building to cover the costs of any damage from floods or fire
- make sure your tenant knows how to operate the boiler and other key appliances

## Remember – it is the tenant's home.

You **must** permit the tenant rights of quiet enjoyment. You cannot access the property whenever you like unless it is an emergency, and you must give at least 24 hours' notice of visits for things like repairs. Access must be at a reasonable time and you must not enter the property, even if the tenant is absent, unless you have their permission to do so.



## Harassment and illegal evictions

It's a crime to harass your tenant or try to force them out of a property without using proper procedures. Local councils and the police have powers to prosecute landlords for harassment or illegal evictions. The tenant may also have a right to claim damages through the courts.

Harassment can be anything a landlord does, or fails to do, that makes a tenant feel unsafe in the property or forces them to leave.

A landlord may be guilty of illegal eviction if a tenant:

- is not given the required notice to leave the property
- finds the locks have been changed
- is evicted without a court order

## Things a tenant must do

- Pay the rent on time
- Pay any other bills that they are responsible for on time, such as council tax, gas, electricity and water bills – if a tenant pays the gas or electricity bills, they can choose their own energy supplier
- Look after the property and get their landlord's permission before attempting repairs or decorating
- Be considerate to the neighbours – a tenant could be evicted for anti-social behaviour if they aren't considerate

The '[How to rent' guide](#) has further details on the tenant's responsibilities.



## 6. At the end of a tenancy

### If the tenant wants to stay

**Do you want them to sign a new fixed term or would you rather they have a ‘rolling periodic tenancy’?**

Renewal fees are prohibited for all types of tenancies.

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

At the end of the tenancy, you can agree a new fixed term with your tenant. Alternatively, you can allow the tenancy to become a rolling periodic tenancy. This means you carry on as before but with no fixed term – the tenant can leave at any time by giving notice (normally one month).

### Do you want to increase the rent?

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



### If you or the tenant want the tenancy to end

#### Give notice

You must give [proper notice if you want the tenant to leave](#). The length of notice depends on what grounds you are asking the tenant to leave on.

The tenant cannot be required to leave before any fixed period of the tenancy has come to end, unless there is a break clause in the tenancy agreement or you have grounds for eviction under section 8 of the Housing Act 1988. See the [‘Gaining possession from a tenant’](#) section below.

#### If your tenant wants to leave

The tenancy agreement should set out the amount of notice your tenant will need to provide if they want to end the tenancy.

If they are still within the fixed term or the tenant wants to leave sooner than the notice period allows, the tenancy agreement can be ended if both parties agree. Unless or until a suitable replacement tenant is found, the tenant will remain liable for rent until the fixed-term agreement has ended or, in the case of a rolling periodic tenancy, until the required notice period has expired.

You can charge a fee to your tenant if they want to end the tenancy early, although this fee must not exceed the loss incurred by you or reasonable costs to your letting agent if you are using one. The government’s [guidance on the Tenant Fees Act](#) contains more information.

### Return the deposit

If the tenant has met the terms of their tenancy agreement, they should get all of their deposit back at the end of their tenancy.

You can withhold part of their deposit to compensate for any damage caused to your property, furnishing costs or reasonable cleaning costs, but not for [reasonable wear and tear](#). You should carry out an end of tenancy inspection, ideally with the tenant present, and with the inventory agreed at the beginning of the tenancy to hand. Take note of anything you consider to be missing, damaged or insufficiently clean. Take photos as evidence and try to reach agreement with the tenant.



You should return the tenancy deposit to the tenant as soon as possible. If the deposit is protected by an insurance-backed scheme, you must return it within 10 days of agreeing with the tenant how much you'll retain. If the deposit is in a custodial scheme, you must respond promptly to any request received from the scheme to enable them to deal appropriately with the deposit.

If the tenant disagrees with the amount that you decide to withhold from their deposit, they may raise a dispute with your deposit protection scheme. You should check the process of raising a dispute with your relevant scheme.

### Make sure the rent payments are up to date

Your tenant cannot withhold rent because they think it will be taken out of the deposit.

### Check that the tenant has not left bills unpaid

Ask your tenant if they have paid the bills they are due to pay.

### Ensure that any possessions are cleared from the property

The tenant should remove all possessions (including any furniture) belonging to them or any member of the tenant's household or visitors, and all rubbish from the property at the end of the tenancy. If any possessions are left at the property after the tenancy has ended, the tenant will be responsible for meeting all reasonable removal and storage charges. If you want to sell or dispose of the tenant's possessions, you must give reasonable written notice of your intentions. The costs of removal, storage and disposal may be deducted from any sale proceeds. However, you should preserve the proceeds of sale for a reasonable period.

## 7. If things go wrong

**It is a landlord's responsibility to keep the property they rent out in good repair, fit for human habitation and free of hazards.** If your tenant raises concerns about the condition of the property, it is your responsibility to assess the condition and make necessary repairs. Your tenant may also ask the local council to carry out an inspection.

The local council has a duty to take legal enforcement action if it considers there is a serious risk to health and safety. If the local council has served a statutory 'improvement notice' or 'notice of emergency remedial action' under the Housing Act 2004, you cannot evict your tenant with a section 21 notice for six months.

If you fail to comply with a statutory notice, local councils may prosecute or issue a civil penalty of up to £30,000. The tenant has the right to take action in the county court if you fail to carry out repairs within a reasonable time, or if the property is not fit for human habitation. The county court can order you to do the necessary works and can order you to pay compensation to the tenant. The tenant can also take action in the magistrates' court if the conditions at the property amount to a statutory nuisance. The magistrates can order that works be carried out, and that you pay compensation or a fine.

**If your tenant is having financial troubles,** encourage them to speak to you. Try to be helpful and sympathetic. You should work together to agree a repayment plan if your tenant is unable to fully pay their rent. Possession action through the court should be a last resort as it is costly and can take some time. If you want the tenant to leave the property, you must notify them in writing, with the [right amount of notice](#) in the correct form. The tenant can only be legally removed from the property with a court order. See the '[Gaining possession from a tenant](#)' section below.



**If you are taking possession action against a tenant who may potentially become homeless,** advise them to contact the housing department of your [local council](#) straight away.

If you have a complaint about a letting agent's service and they don't resolve your complaint, you can complain to their [independent redress scheme](#). If they fail to comply with legal requirements, you should contact [Citizens Advice](#).

## If you fail to abide by the rules

It is important to act responsibly as a landlord, comply with your statutory obligations and your obligations under the tenancy agreement, and take advice from a professional body or a solicitor when in doubt. If you fail to abide by the rules, there will be consequences for the tenant – they should be comfortable in their home and be able to enjoy peaceful occupation and security. There may also be consequences for you:

- you will be prohibited from using a section 21 notice to gain possession from the tenant if you fail to provide the tenant with copies of the energy performance certificate, gas safety certificate and the 'How to rent' guide
- you will be prohibited from using a section 21 notice if you fail to deal with the tenant's deposit in accordance with the requirements of a government-approved deposit scheme
- you will be prohibited from using a section 21 notice if you charge fees that are not permitted under the Tenant Fees Act 2019
- you may face proceedings and be ordered to pay up to three times the tenant's deposit if you do not place their deposit in a government-approved deposit scheme
- you may face enforcement action by the local council if the property is not kept free of hazards and fit for human habitation – this may prevent you from being able to rely on section 21 for six months
- the tenant may bring proceedings against you if repairs are not carried out and if the property is not kept fit for human habitation, which could result in paying compensation or a fine, as well as having to do the works
- if you evict the tenant without using the court process, you could face a criminal prosecution by the local council, and the tenant could bring a claim in the county court for re-instatement and compensation
- the tenant or the local council could apply to the First-Tier Tribunal for an order requiring you to repay rent that you have received if you are guilty of certain matters, such as unlawful eviction or failure to comply with statutory notices
- a local council can apply to the First-Tier Tribunal for an order banning you from letting out properties in its area, for a given period of time, if you have been convicted of certain offences
- landlords convicted of a banning order offence can be included in the national database of 'rogue landlords'

## Gaining possession from a tenant

If you want your tenant to leave your property, you must follow the correct procedures. If you don't, you may be guilty of illegally evicting or harassing your tenant.

The correct process for gaining possession of your property under an assured shorthold tenancy is set out in '[Understanding the possession action process: A guide for private landlords in England](#)'.

Before taking steps to recover possession of your property, you should consider discussing any underlying problems with your tenant, either directly or through a mediation service. Try to resolve these without taking court action, as it could save you time and money.



## 8. Further sources of information

### Government guidance

- [Tenant Fees Act 2019](#)
- [Homes \(Fitness for Human Habitation\) Act 2018](#)
- [Consolidated enforcement guidance](#)

### Sector bodies

- [Guild of Residential Landlords](#)
- [iHOWZ](#)
- [London Landlord Accreditation Scheme](#)
- [National Residential Landlords Association](#)
- [Royal Institution of Chartered Surveyors](#)

### Tenancy deposit protection schemes

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

### Letting agent redress schemes

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

### Client money protection schemes

- [Approved schemes](#)

### Help and advice

- Further information about [landlord and tenant rights and responsibilities](#)
- [Citizens Advice](#)
- [Your local Trading Standards office](#)
- [The Law Society](#)
- [Property Checklists](#)
- [Lets with Pets](#) – for advice on renting to pet owners
- [MoneyHelper - a money advice service](#)
- [Foundations](#) – for advice on home adaptations and funding

## 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 rent’](#) guide helps tenants and landlords in the private rented sector understand their rights and responsibilities.

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.



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