



Application to Rent

Property Address:

Rent: £.....

Deposit: £.....

Initial



TENANT FEES SCHEDULE



NEW ASSURED SHORTHOLD TENANCIES (ASTs) SIGNED ON OR AFTER 1 JUNE 2019

www.homebasemanagement.co.uk

Holding Deposit (per tenancy)	One week's rent. This is to reserve a property. Please Note: This will be withheld if any relevant person (including any guarantor(s)) withdraw from the tenancy, fail a Right-to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and / or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).
Security Deposit (per tenancy. Rent under £50,000 per year)	Five weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.
Security Deposit (per tenancy. Rent of £50,000 or over per year)	Six weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.
Unpaid Rent	Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.
Lost Key(s) or other Security Device(s)	Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device(s).
Variation of Contract (Tenant's Request)	£50 (inc. VAT) per agreed variation. To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.
Change of Sharer (Tenant's Request)	£50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher. To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.
Early Termination (Tenant's Request)	Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

Please ask a member of staff if you have any questions about our fees.

CLIENT MONEY PROTECTION:
www.propertymark.co.uk



INDEPENDENT REDRESS:
www.tpos.co.uk





propertymark

CLIENT MONEY PROTECTION CERTIFICATE

Should a Propertymark Protected agent go into administration or misuse your rent, deposit or other funds, Propertymark will reimburse you whether you are a landlord or a tenant.

This certificate confirms your money is protected by the Propertymark Client Money Protection Scheme and that you can claim back money lost in the event of your letting agent going into administration or misusing your funds.

Your Propertymark Protection

Details of your agent

Homebase Property Management Limited

Trading as

Homebase Property Management

Scheme Reference number

C0003889

is a member of Propertymark Client Money Protection Scheme
Arbon House, 6 Tournament Court, Edgehill Drive, Warwick CV34 6LG

HOW TO CLAIM

Simply go to propertymark.co.uk/complaints/client-money-protection/ and complete the CMP application form. We need to receive your application within 12 months of us being notified that a misappropriation has occurred.

You do not need to prove fraud. You only need to provide supporting evidence that you have not received the money you were legally entitled to, this may be in the form of your tenancy agreement or deposit protection certificate along with bank statements.

Your money is protected throughout the time that your agency is a member of the Propertymark Client Money Protection Scheme. If your agent leaves the scheme, they are required by law to notify you. All agents managing properties in England, Scotland or Wales are legally required to belong to a Government approved Client Money Protection scheme at all times and details of the scheme must be publicly available. If you discover at a later date that money has gone missing during the period of their membership of the scheme, you will still be covered even if they have subsequently left the scheme.

Unfortunately, we cannot make payments for any loss arising from war (whether foreign or civil), terrorism, rebellion, revolution, military uprising or any form of confiscation by the state.

Propertymark, Arbon House, 6 Tournament Court, Edgehill Drive, Warwick, CV34 6LG

Initial



RENTING PROCESS

You will need to complete this form and once we are in receipt of this and the application/reservation fee, we will upload your details from this application to the referencing company we use. The referencing company will email you a Referencing application form for your completion via email. The form will go directly to the company who carry out our referencing procedure. You will need to provide details of your Employer, Landlord and Bank. A credit check will also be carried out and this is done through address history so you will be required to provide proof of address(s) for this period, i.e. a bank statement or utility bill. In certain circumstances a Guarantor may be required.

Please make those people giving the references aware that they will be contacted and also give them authority to provide the information required. The referencing procedure usually takes a few days but is dependent on the referees giving a quick response. **Please note that if the referencing is not complete after 2 weeks we may re-advertise the property.**

If you are on a probationary period at work please let us know – you may be required to provide a guarantor for the tenancy.

Upon receipt of satisfactory references we will confirm details of the tenancy and detail monies which will be due prior to the commencement of the tenancy. These will be the first month's rent and Deposit.

The Deposit is calculated at 5 weeks rent and will be protected by The Tenancy Deposit Scheme (TDS Custodial) for the duration of the tenancy. For Letting Only properties where the Landlord manages the property the deposit may be given to and protected by "The Deposit Protection Service" or "My Deposits"

Documents may be completed by DocuSign or arrangements will be made for you to come into the office to sign the tenancy agreement and related paperwork after which an inventory clerk will check you into the property to go through the inventory and schedule of condition of the property, take meter readings and release keys to you.

All your responsibilities for the property during and at the end of your tenancy are within the terms of the tenancy agreement.

Initial



RENTING PROCESS continued..

At the end of your tenancy an appointment will be made on the last day of your tenancy for the inventory clerk to carry out an inventory check out, agree meter readings and collect all keys to the property. The property must be handed back in the same condition as at the start of the tenancy, if professional cleaning was carried out you may choose to get the property professionally cleaned to achieve the same standard, Homebase Management can provide you with details of cleaners if required.

If the property is left in the same order as at the start of the tenancy, wear and tear accepted, we will arrange for the refund of your deposit as soon as possible.

INSURANCE

The Tenant is warned that the Landlord' policy does not cover their possessions and is strongly advised to insure their belongings with a reputable insurer.

The Tenant is advised to have insurance against accidental damage to Landlords belongings in place prior to the commencement of the tenancy and a copy given to the Landlord's agent.

Initial



JOINT TENANCIES

If there is more than one tenant, the landlord/agent must nominate a lead tenant to deal with the deposit on behalf of the other joint tenants. When the tenancy ends, the lead tenant will be responsible for dealing with any claim for repayment and participating in any dispute about the deposit.

Where there are joint tenants, one of them must be appointed as lead tenant for the purposes of dealing with the deposit and TDS Custodial on behalf of the other joint tenant(s).

We have agreed that the Lead Tenant will be:

Usually joint tenants contribute to the deposit in equal shares. However, If joint tenants contribute to a deposit in unequal shares the person who submits a repayment request and the person who submits a response will each have the opportunity to say how any deposit re-payable to the tenants is to be apportioned at the end of the tenancy. If there is a difference between the landlord's apportionment and the lead tenant's apportionment, the lead tenant's request will prevail. If co-tenants object to the lead tenant's apportionment, they can advise TDS Joint tenants Joint landlords 12 Custodial. However if all the joint tenants cannot agree on how to apportion the deposit among themselves, TDS Custodial will pay the tenants in equal shares.

Please advise your deposit contribution:

Tenant name £ _____

Tenant name £ _____

Initial



JOINT TENANCIES continued

If tenants wish to change their lead tenant during the tenancy, they can ask their landlord or agent to make the change online or by contacting TDS Custodial using the contact details at the end of these rules.

Each joint tenant will be able to set up their own user account with TDS Custodial, from which they can see information about the deposit and update their individual contact details. TDS Custodial will send its communications to all joint tenants.

Where joint tenants wish to apply for deposit repayment, the repayment request must be submitted by the lead tenant.

Where a landlord or agent submits a repayment request, TDS Custodial will send a copy to all the joint tenants, but only the lead tenant will be able to submit a response. If the lead tenant does not respond to a repayment request, TDS Custodial will invite the remaining joint tenant(s) to become (or nominate) the replacement lead tenant.

Initial



TO BE COMPLETED BY THE 1st APPLICANT:

LENGTH OF CONTRACT:.....

PROPOSED DATE OF COMMENCEMENT OF TENANCY

(subject to satisfactory references and available inventory clerk)

NAME: Mr / Mrs / Ms / Miss / Dr

ADDRESS

.....

e-mail address: Mobile:.....

PLEASE COMPLETE YOUR RIGHT TO RENT STATUS: use the below link and let us know your code so we can confirm. <https://www.gov.uk/prove-right-to-rent> (Non-UK passport ONLY)

Occupation Gross Annual Income

(Delete where applicable) Full Time / Part Time. Are you on a Probationary Period? YES / NO

Are you aware of any adverse Credit History YES NO If YES, details:.....

Are you selling a House? YES / NO if yes have you EXCHANGED or COMPLETED

Do you have any children: YES / NO Number of children:.....

Do you have any pets: YES / NO Type and number of pets:

Do you smoke Current rent payment: £.....

Please note that once referencing is complete and contracts have been prepared the tenancy date cannot be changed.

I confirm that the information supplied to the best of my knowledge is true

All pages to be signed and returned to our office along with Identification (passport and Proof of address (Utility bill))

I confirm I am happy to receive a PDF copy & have received a copy of "How to Rent" guide.

Signed Date

Initial



TO BE COMPLETED BY THE 2nd APPLICANT:

(subject to satisfactory references and available inventory clerk)

NAME: Mr / Mrs / Ms / Miss / Dr

ADDRESS

.....

e-mail address: Mobile:.....

PLEASE COMPLETE YOUR RIGHT TO RENT STATUS: use the below link and let us know your code so we can confirm. <https://www.gov.uk/prove-right-to-rent>

Occupation

Gross Annual Income

(Delete where applicable) Full Time / Part Time. Are you on a Probationary Period? YES / NO

Are you aware of any adverse Credit History YES NO

Are you selling a House? YES / NO if yes have you EXCHANGED or COMPLETED

Do you have any children: YES / NO Number of children:.....

Do you have any pets: YES / NO Type and number of pets:

Do you smoke Current rent payment: £.....

Please note that once referencing is complete and contracts have been prepared the tenancy date cannot be changed.

I confirm that the information supplied to the best of my knowledge is true

All pages to be signed and returned to our office along with Identification (passport and Proof of address (Utility bill)

I confirm I am happy to receive a PDF copy & have received a copy of "How to Rent" guide.

Signed

Date

Initial



TO BE COMPLETED BY FURTHER APPLICANT OR GUARANTOR:

PROPERTY:

PROPOSED DATE OF COMMENCEMENT OF TENANCY

(subject to satisfactory references and available inventory clerk)

NAME: Mr / Mrs / Ms / Miss / Dr

ADDRESS

.....

e-mail address: Mobile:.....

PLEASE COMPLETE YOUR RIGHT TO RENT STATUS: use the below link and let us know your code so we can confirm. <https://www.gov.uk/prove-right-to-rent>

Occupation

Gross Annual Income

(Delete where applicable) Full Time / Part Time. Are you on a Probationary Period? YES / NO

Are you aware of any adverse Credit History YES NO

Please note that once referencing is complete and contracts have been prepared the tenancy date cannot be changed.

I confirm that the information supplied to the best of my knowledge is true

All pages to be signed and returned to our office along with Identification (passport and Proof of address (Utility bill))

I confirm I am happy to receive a PDF copy & have received a copy of "How to Rent" guide.

Signed

Date

Initial

HOW TO...

RENT

The checklist for
renting in England



Part of the How to Guides series



HM Government




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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.



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