HM Government

How to rent

The checklist for renting in England

October 2023

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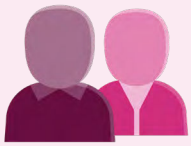
If you have downloaded a copy of this guidance, please check you have the most up-to-date version by following this link:

GOV.UK/government/publications/how-to-rent

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 them 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 also 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 on property guardians), nor tenants where the property is not their main or only home.

1. Before you start

Key questions

- **Is the landlord or letting agent trying to charge any fees 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 one week's rent. Viewing fees and tenancy set-up fees are not allowed. See the 'Permitted fees' section below for more details.
- **How much is the deposit?** Since 1 June 2019, there has 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 five weeks' rent. If the annual rent is £50,000 or above, the maximum deposit is six weeks' rent. The deposit must be refundable at the end of the tenancy, usually subject to the rent being paid and the property remaining in good condition, and it must be 'protected' during the tenancy. See the 'Deposit protection' section below.
- **How long do you want the tenancy for?** The landlord must allow you to stay in the property for a minimum of six months. Most landlords offer tenancies for a fixed term of six or 12 months. However, it is possible to negotiate a longer tenancy, or you could agree to a tenancy which rolls over on a weekly or monthly basis. These tenancies have no fixed end date after the minimum of six 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 rate to 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 guidance on managing rent payments on Universal Credit.
- **Which area would you like to live in and how are you going to look for a rented home?** The larger the area you are prepared to look in, 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 in the UK?** Landlords in England must check that all people aged 18 or over have the right to rent before the start date of the tenancy agreement. There are three types of right to rent checks: a manual document-based check, a check using Identity Verification Technology via the services of an identity service provider, 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 guarantee?** Some landlords might ask someone to guarantee your rent. If you don't have a guarantor, you can ask Shelter for advice.
- **Do you need to make changes to the property?** If you are disabled or have a long-term condition and think you may need to make changes to the property to allow you to live independently, discuss these with your landlord or agent.

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 council can advise you about accreditation schemes operating in your area.

The National Residential Landlords Association and the Guild of Residential Landlords run national schemes.

If your landlord lives outside the UK, you may be responsible for paying tax on the rent to HM Revenue and Customs. For advice, call their non-resident landlord scheme helpline on 0300 322 9433.

Through a letting agent

Letting agents must be members 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 the Guild of Property Professionals, Propertymark, Safeagent, the Royal Institution of Chartered Surveyors or the UK Association of Letting Agents.

If your landlord lives outside the UK, the letting agent will be responsible for paying any tax due on the rent to HM Revenue and Customs.

Watch out for scams!

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

2. Looking for your new home

Things to check

- **Deposit cap.** Check that the tenancy deposit you're being asked for is not more than five weeks' rent where annual rent is less than £50,000, or six 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 council 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. Depending on the product, you may need 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.
- **Length of tenancy.** There is usually a fixed period of six 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, the landlord must allow you to stay for a minimum of six 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. Usually, the tenant pays for these bills. See advice on paying bills.
- **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 make sure there is at least one smoke alarm on every floor used as living accommodation, and carbon monoxide alarms in all rooms that have a fixed combustion appliance and are used as living accommodation.
- **Safety.** Check that the property is safe to live in, and 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 Homes (Fitness for Human Habitation) Act 2018 guide for tenants. You should also check whether your tenancy agreement excuses you from paying rent if the building becomes unfit to live in due to, for example, a fire or flood.
- **Flood risk.** Your area may be at risk of flooding. Check the long-term flood risk to find out.

Check who your landlord is

Make sure you have the name of your landlord and an address in England or Wales where you can serve them 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 five weeks' rent where the total annual rent is less than £50,000, or six 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 one 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 for 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 actions done by someone other than the landlord or tenant but that the landlord must pay for

Licensing requirements

Houses in multiple occupation

Houses in multiple occupation are usually properties where three or more unrelated people share facilities such as a kitchen or bathroom.

Some houses in multiple occupation must be licensed. Check that your landlord has the correct licence. There are extra requirements for landlords of houses in multiple occupation whether they need a licence or not. Go to GOV.UK/private-renting/houses-in-multiple-occupation for more information.

Selective licensing

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

3. 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 them 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 or letting agents cannot charge certain fees. See the government's guidance on the Tenant Fees Act 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.

Things the landlord must provide you with

- **A copy of the guide**, 'How to rent: the checklist for renting in England', either as a hard copy or, with your agreement, via email as a PDF attachment.
- **A gas safety certificate** before you occupy the property. They must also 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 give 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**, 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 E or above (unless a valid exemption applies) before being let out. You can also search online for the energy performance certificate and check its rating.
- **A report that shows the condition of the property's electrical installations**. The landlord also has to give this to the local council if they ask for it. The electrical wiring, sockets, consumer units (fuse boxes) and other fixed electrical parts in rented homes must be inspected and tested every five years, or more often if the inspector thinks necessary. Throughout the whole time a tenant is living at the property, national electrical safety standards must be met.
- **Evidence that smoke and carbon monoxide alarms are in working order at the start of the tenancy.** Tenants should then regularly check they are working.

Check if the property is suitable for your needs if you are disabled

- **Accessibility.** If you are disabled or have a long-term condition, you can request reasonable adjustments from your landlord or agent. This could include changes to the terms of your agreement, or home adaptations and adjustments to common parts of a building to make your home accessible to you. Your landlord or agent should respond in a reasonable timeframe and if they refuse a request, they should explain why they do not consider it reasonable. Your landlord can ask you to pay for the changes you asked for. However, you can check to see if you are eligible and apply for a Disabled Facilities Grant to help with the cost of adaptations. Your landlord can also apply for funding on your behalf.

4. Living in your rented home

Things the tenant must do

- **Pay the rent on time**. If your rent is more than 14 days late, you could be liable for a default fee. This is limited by the Tenant Fees Act to interest on the outstanding amount, capped at 3% above Bank of England base rates. The landlord or agent cannot charge any other fees. For more information, please read the government's guidance on the Tenant Fees Act. Further, you could lose your home because you have breached your tenancy agreement. If you have problems, GOV.UK has links to further advice on rent arrears. Also 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.
- **Don't take in a lodger** or sub-let without checking whether you need permission from your landlord.

Things the tenant should do

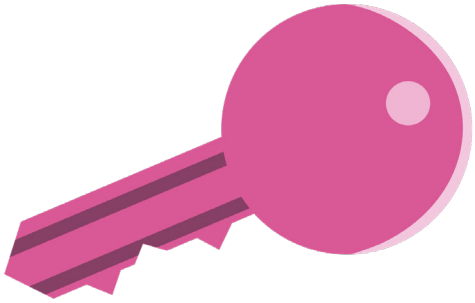
- Make sure you know how to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- Regularly test your smoke alarms and carbon monoxide detectors – at least once a month.
- Report any need for repairs to your landlord. Failure to report the need for 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. If your area is at risk of flooding, make sure your insurance covers this.
- Consider having smart meters installed. Smart meters can help you keep an eye on your energy bills and make changes to save money. If the energy bills are in your name or you prepay for your energy, you can choose to have smart meters installed, though you should check your tenancy agreement first and let your landlord know. If your tenancy agreement says you need your landlord's permission to alter metering at your property, they should not unreasonably prevent it. Smart Energy GB has independent information about the benefits of smart meters for tenants and how to ask your supplier for the installation. If your landlord pays the energy bills, you can ask them to have smart meters installed.
- Register to vote at your new address.

Things the landlord must do

- Maintain the structure and exterior of the property.
- Ensure the property is free from serious hazards throughout your tenancy.
- Fit smoke alarms on every floor and carbon monoxide alarms in rooms with fixed combustion appliances such as boilers, 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 an electrical safety check by a qualified and competent person every five years (this applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021).
- Consider requests for reasonable adjustments from tenants who have a disability or long-term condition. Reasonable adjustments could include changes to the terms of your tenancy or allowing adaptations or adjustments to your home or common parts of the building. Landlords (or agents) must respond to your request in a reasonable timeframe. If they refuse a request they must explain why. Foundations can offer advice on getting home adaptations.
- Seek your permission to access your home and give at least 24 hours' notice of proposed visits for things like repairs. 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 energy efficiency band E (unless a valid exemption applies).
- Carry out a Right to Rent check.

Things the landlord should do

- Insure the building to cover the costs of any damage from flood or fire.
- Check regularly to ensure that all products, fixtures and fittings are safe and that there haven't been any product recalls. Help is available at the Royal Society for the Prevention of Accidents, the Chartered Trading Standards Institute and the Child Accident Prevention Trust.
- Ensure blinds are safe by design and they do not have looped cords to prevent accidents. This is especially important in a child's bedroom. More information can be found on the Royal Society for the Prevention of Accidents' website.



5. At the end of the fixed period

If you want to stay

If you want 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 serving you with a notice proposing a new rent.

If your landlord has served you with a notice proposing a new rent, you can make an application to challenge the proposed rent in the tribunal.

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 Tenant Fees 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 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. Normally, the landlord must allow any fixed period of the tenancy to expire and they must give you the correct period of notice, which varies depending on the type of tenancy and the reason they want 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 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.

If you do not leave at the end of the notice period, your landlord will need to apply for a court order to evict you, and must arrange for a warrant of possession to be executed by bailiffs if you remain in your home after the date given in the order. However, if you seek advice and support as early as possible, it is more likely that you will be able to resolve any issues and remain in your home.

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 residential tenants 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, and you must give it in writing. Make sure you keep a copy of the document and a record of when it was sent. Please see the 'If things go wrong' section below if you want 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.

6. 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 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 members of a government-approved redress scheme.
- If you want 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 gain 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 early on. Should you need further help, contact your local council, 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. Also 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 council. They have powers to make landlords deal with serious health and safety hazards. You can also report this to your local Trading Standards office.
- 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 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 Shelter's advice on section 11 of the Landlord and Tenant Act 1985.
- If you have a serious complaint about the property and your local council 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 six 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 councils may prosecute or fine the landlord up to £30,000. Local councils have powers to apply for banning orders which prevent landlords or property agents from managing 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 banning order offences.

- If a landlord or letting agent charges you a prohibited payment (a banned fee according to the Tenant Fees Act 2019) or unlawfully keeps a holding deposit, they could be liable for a fine of up to £5,000. If there are multiple breaches, they could be liable for a fine of up to £30,000 as an alternative to prosecution. Local councils 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 Tenant Fees Act. Tenants are also able to make an application to the tribunal to recover a prohibited payment, which can order a landlord or agent to repay a payment which has been charged unlawfully. The government's guidance on the Tenant Fees Act contains more information.
- If your landlord is making unannounced visits or harassing you, contact your local council. If more urgent, dial 999.
- If you are being forced out illegally, contact your local council. Shelter and Civil Legal Advice 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.
- 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, contact the housing department of your local council 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 council should not wait until you are evicted before taking action to help you.

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. See 'Understanding the possession action process: A guide for private residential tenants in England and Wales'.

For anyone facing the loss of their home, free Government funded legal advice and representation (legal aid) is available through the Housing Loss Prevention Advice Service. If you receive written notice that someone is seeking possession of your home you should make contact with the Housing Loss Prevention Advice Service at https://www.gov.uk/guidance/legal-aid-for-possession-proceedings.

Government funded legal advice is also available for other housing and debt matters. You can have an initial discussion with an adviser to find out about the support available by contacting Civil Legal Advice (CLA) or by visiting find-legal-advice.justice.gov.uk and entering the property post code and tick the category 'housing'.

Rent repayment orders

Rent repayment orders require a landlord to repay a specified amount of rent to a tenant and/or a local council, where there has been 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 councils may keep 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 council and the tenant.

More information on how to apply for a rent repayment order is available on GOV.UK.

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

7. Further sources of information

Read further information about landlord and tenant 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 questions and answers

Tenancy deposit protection schemes

Your landlord must protect your deposit with a government-backed 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. Use the links below to find out which scheme your agent belongs to.

- ☐ The Property Ombudsman
- ☐ Property Redress Scheme

You can also contact the redress schemes to make a complaint about your letting agent.

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 council – to make a complaint about your landlord or the condition of your property
- ☐ Housing Loss Prevention Advice Service – free legal advice if you are at risk of losing your home

- ☐ MoneyHelper – 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
- ☐ Foundations – a national organisation that can provide advice and help disabled people apply for funding to make adaptations to their home
- ☐ Smart Energy GB – for help and advice on installing a smart meter and tips on energy efficiency

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.