

Quick Guide for Residential Landlords

We offer a full range of services and advice on the following issues when deciding to let a property or during the course of renting it out:

- Advice on your legal obligations when taking a deposit
- Tenancy agreement advice and drafting
- Advice relating to disputes which may arise during the tenancy
- Serving notices on tenants to end the tenancy
- Obtaining possession orders on behalf of landlords
- Claims for rent arrears and damage
- Enforcement of court orders for possession and arrears

Before a tenancy begins:

Right to rent – All landlords must ensure that their tenants can legally reside in the UK before letting a property. The fine is substantial, and the landlord also risks imprisonment.

Deposit protection – All landlords must, within a limited time of receiving their tenant's deposit, protect it using a recognised deposit protection scheme. Failure to do so means the tenant can claim up to three times the amount of the deposit. See our [Quick Guide to Tenancy Deposits](#).

Fire and Health and Safety – Smoke alarms must be fitted on each level of the property, along with at least one carbon monoxide protector in each room which has a fuel burning device. Any furniture provided by the landlord must be flame retardant.

Gas certificate – Properties with a gas supply must have a gas safety inspection carried out yearly by a registered gas specialist. The tenant must be given a copy of this.

Energy Performance Certificate – All rented property must have a valid EPC and tenants must be provided with a copy. An E rating is a requirement as from April 2018.

Electrical Safety Standards – The property's electrical installation must be checked at least every five years by a properly qualified person. It must be safe and your tenant given proof of this.

The Regulations do not cover electrical appliances, only the fixed electrical installations.

We recommend that landlords regularly carry out portable appliance testing (PAT) on any electrical appliance that they provide and supply their tenant with a record of any electrical inspections carried out as good practice.

The tenant is responsible for making sure their own electrical appliances are safe.

Government 'How to Rent' guide – This must be given to the tenant at the start of the tenancy. Without it a tenant cannot be served with or evicted using the section 21 procedure. See our [Guide to Possession proceedings](#).

Tenancy agreement – It is vitally important that a well-prepared agreement is in place before the landlord parts with possession of the rented property. Check that it is signed and dated and the blanks are correctly filled in.

Insurance and licensing – Landlords also need to check that the property is adequately insured and whether a licence is required from the Local Authority.

“With our team,
you're safe as
houses”



During a tenancy

Visits – Landlords should give at least 24 hours' notice before a visit is conducted. They should never visit a property unannounced. Emergencies may require a different approach.

Giving notice – Landlords are required to give notice should they want a tenant to leave. There are strict requirements and these need to be followed. See our [Guide to Possession Proceedings](#).

Increasing rents – There are rules which govern rent increases. Without agreement the rent cannot be increased, and the landlord will need to follow a procedure. Any rent increases must be fair and realistic and in line with rents for similar properties in the area. Advice may need to be sought by the landlord.

Eviction – A landlord cannot evict a tenant without a Court Order. The rules are numerous and complicated. Failure to follow the rules will result in increased costs and delays. See our [Guide to Possession Proceedings](#).

The end of the tenancy

Return the deposit to the tenant less any agreed deductions. In the absence of an agreement the Tenancy Deposit Protection Scheme will arbitrate between landlord and tenant.

Any possessions of the tenant which remain in the property can be disposed of after 14 days or as set out within the tenancy agreement. Try to contact the tenant about your intentions.

Landlords need to be aware that there are only limited fees that agents or landlords can charge and these fees must be permitted under the Tenant Fee Act 2019.

Landlords need to be aware of the criteria contained in The Fitness for Human Habitation Act 2019 which are used to determine if a property is fit for human habitation.

Contact us for advice

Although helpful, the brief information included in this document is intended as a guide only and does not constitute legal advice. For more detailed information regarding any of the matters raised in this guide, tailored to suit your specific circumstances, please contact a member of Mander Hadley's dispute resolution and commercial property team.