

[Home](#)

# Private renting

## 1. Your rights and responsibilities

You have certain rights and responsibilities if you're a tenant in privately rented property.

### Your rights

As a tenant, you have the right to:

- live in a property that's safe and in a good state of repair
- have your deposit returned when the tenancy ends - and in some circumstances [have your deposit protected](#)
- challenge excessively high charges
- know who your landlord is
- live in the property undisturbed
- see an [Energy Performance Certificate](#) for the property
- be protected from unfair eviction and unfair rent
- have a written agreement if you have a fixed-term tenancy of more than 3 years

If you have a [tenancy agreement](#), it should be fair and comply with the law.

If you do not know who your landlord is, write to the person or company you pay rent to. Your landlord can be fined if they do not give you this information within 21 days.

### When you start a new tenancy

When you start a new assured or short assured tenancy, your landlord must give you:

- a copy of the [How to rent guide](#) if you live in England
- a [tenant information pack](#) if you live in Scotland

### Your responsibilities

You should give your landlord access to the property to inspect it or carry out repairs. Your landlord has to give you at least 24 hours' notice and visit at a reasonable time of day, unless it's an emergency and they need immediate access.

You must also:

- take good care of the property, for example turn off the water at the mains if you're away in cold weather
- pay the agreed rent, even if repairs are needed or you're in dispute with your landlord
- pay other charges as agreed with the landlord, for example Council Tax or utility bills
- repair or pay for any damage caused by you, your family or friends
- only sublet a property if the tenancy agreement or your landlord allows it

Your landlord has the right to take [legal action to evict you](#) if you do not meet your responsibilities.

### **If your landlord lives outside the UK**

[Contact HM Revenue and Customs](#) (HMRC) if your landlord lives outside the UK and you pay £100 or more a week in rent directly to them.

You may have to deduct tax from your rent under HMRC's '[non-resident landlord scheme](#)'.

## **2. Document checks**

You must prove that you have a right to rent property in England if you're:

- starting a tenancy on or after 1 February 2016
- renting it as your main home

## **Exemptions**

You will not have to prove your right to rent if you live in:

- student accommodation, for example halls of residence
- accommodation provided by your employer as part of your job or training
- social housing
- accommodation provided by the council
- hostels and refuges
- a care home, hospital or hospice
- accommodation with a lease of 7 or more years

Check the full list of [exemptions from the right to rent property checks](#).

## **Proving your right to rent**

If you're a British or Irish citizen, you'll need to show your landlord one or more documents to prove your right to rent. For example, you can use your passport if you have one.

If you're not a British or Irish citizen, you can usually [apply online for a share code](#) to give to your landlord. If you cannot get a share code, you can use documents to prove your right to rent.

You can [check how to prove your right to rent](#) to your landlord.

If you have a biometric residence card or permit, you can only use it to [apply online for a share code](#). You cannot give your landlord your physical card or permit to prove your right to rent.

## What your landlord must do

Your landlord (or letting agent) must:

- check your documents or carry out an online right to rent check to make sure you can rent a property in England
- check the documents or carry out an online right to rent check of any other adults living in the property
- make copies of your documents and keep them until you leave the property
- return your original documents to you once they've finished the check

Your landlord must not [discriminate against you](#), for example because of your nationality.

## If you cannot prove your right to rent

You will not be able to rent property if you cannot provide the acceptable documents.

### If the Home Office has your documents

If the Home Office has your documents because of an outstanding case or appeal, ask your landlord to [check with the Home Office](#).

Give your landlord your Home Office reference number to do the check.

### If your circumstances mean you can still rent in the UK

In some circumstances, you can still rent even if you are not allowed to stay in the UK, for example if you're:

- a victim of slavery
- using the Home Office's [voluntary departure scheme](#)

Check with the Home Office team that's dealing with your case.

Your landlord will have to [check with the Home Office](#).

## Repeat checks

You will not have a further check if you stay in the same property and either:

- you're a British or Irish citizen
- you have no time limit on your right to stay in the UK

If there's a time limit on your right to stay in the UK, your landlord will need to check your right to rent again.

They'll do the next check after 12 months or just before your permission to stay runs out, if that's sooner.

### 3. Your landlord's safety responsibilities

Your landlord must keep the property you live in safe and free from health hazards.

#### Gas safety

Your landlord must:

- make sure gas equipment they supply is safely installed and maintained by a [Gas Safe registered](#) engineer
- have a registered engineer do an annual gas safety check on each appliance and flue
- give you a copy of the gas safety check record before you move in, or within 28 days of the check

#### Electrical safety

Your landlord must make sure:

- the electrical system is safe, for example sockets and light fittings
- all appliances they supply are safe, for example cookers and kettles

#### Fire safety

Your landlord must:

- follow safety regulations
- provide a smoke alarm on each storey and a carbon monoxide alarm in any room with a solid fuel burning appliance (for example a coal fire or wood burning stove)
- check you have access to escape routes at all times
- make sure the furniture and furnishings they supply are fire safe
- provide fire alarms and extinguishers if the property is a large [house in multiple occupation \(HMO\)](#)

### 4. Repairs

#### What your landlord must do

Your landlord is always responsible for repairs to:

- the property's structure and exterior
- basins, sinks, baths and other sanitary fittings including pipes and drains
- heating and hot water
- gas appliances, pipes, flues and ventilation

- electrical wiring
- any damage they cause by attempting repairs

Your landlord is usually responsible for repairing common areas, for example staircases in blocks of flats. Check your tenancy agreement if you're unsure.

## Your responsibilities

You should only carry out repairs if the tenancy agreement says you can.

You cannot be forced to do repairs that are your landlord's responsibility.

If you damage another tenant's flat, for example if water leaks into another flat from an overflowing bath, you're responsible for paying for the repairs. You're also responsible for paying to put right any damage caused by your family and friends.

## If your property needs repairs or has mould

Contact your landlord if you think your property needs repairs or has mould. Do this straight away for faults that could damage health, for example faulty electrical wiring.

Your landlord should tell you when you can expect the repairs to be done. You should carry on paying rent while you're waiting.

[Get more information about what to do if your property needs repairs or has mould.](#)

## If repairs are not done

Contact the environmental health department at your [local council](#) for help. They must take action if they think the problems could harm you or cause a nuisance to others.

Contact the [Private Rented Housing Panel \(PRHP\)](#) if you're in Scotland.

## If your house is not fit to live in

If you think your home's unsafe, contact housing department at your [local council](#). They'll do a [Housing Health and Safety Rating System \(HHSRS\)](#) assessment and must take action if they think your home has serious health and safety hazards.

There are different:

- [housing standards and procedures in Scotland](#)
- [housing standards and procedures in Northern Ireland](#)

## 5. Rent increases

Your [tenancy agreement](#) should include how and when the rent will be reviewed.

There are special rules for [increasing protected \(sometimes known as 'regulated'\)](#)

## When your landlord can increase rent

For a periodic tenancy (rolling on a week-by-week or month-by-month basis) your landlord cannot normally increase the rent more than once a year without your agreement.

For a fixed-term tenancy (running for a set period) your landlord can only increase the rent if you agree. If you do not agree, the rent can only be increased when the fixed term ends.

## General rules around rent increases

For any tenancy:

- your landlord must get your permission if they want to increase the rent by more than previously agreed
- the rent increase must be fair and realistic, which means in line with average local rents

## How your landlord must propose a rent increase

If the tenancy agreement lays down a procedure for increasing rent, your landlord must stick to this. Otherwise, your landlord can:

- renew your tenancy agreement at the end of the fixed term, but with an increased rent
- agree a rent increase with you and produce a written record of the agreement that you both sign
- use a 'Landlord's notice proposing a new rent' form, which increases the rent after the fixed term has ended

Your landlord must give you a minimum of one month's notice (if you pay rent weekly or monthly). If you have a yearly tenancy, they must give you 6 months' notice.

## 6. Rent disputes

You can [apply to a tribunal](#) to decide on certain rent disputes in England.

There are different ways to:

- [solve rent disputes in Scotland](#)
- [solve rent disputes in Wales](#)
- [solve rent disputes in Northern Ireland](#)

## Rent increase

You can only apply to the tribunal if:

- you have an assured or assured shorthold tenancy
- your rent's been increased as part of a 'section 13 procedure' - the letter from your landlord will say if it has, and will tell you more about applying to the tribunal

You must apply before the new rent is due to start.

## New rental terms

You can ask the tribunal to decide new rental terms when you renew your tenancy.

## Rent set by rent officer

[Contact the Valuation Office Agency](#) if you have a regulated or protected tenancy.

If a rent officer has set your rent before, the only way to increase it is to have a rent officer set a new rent. If a rent officer has not set your rent before, they can set a rent limit. The landlord cannot charge more.

You can appeal against a rent officer's decision. They may pass your case to a tribunal, which can make a final decision on the rent.

## If you think your rent is high when you start a tenancy

You may be able to apply to the tribunal. Contact [Citizens Advice](#) for advice.

You must apply within 6 weeks of moving in.

## 7. Rent arrears

Your [landlord can evict you](#) if you fall behind with your rent - you could lose your home.

If you're in rent arrears, your landlord must give you at least 2 weeks' notice. If you do not leave the property, your landlord will need to make an application to the court to evict you. They will need to prove to the court that you are in arrears.

Your landlord can choose to evict you without providing a reason. They must give you at least 2 months' notice. If you do not leave the property, your landlord will need to make an application to the court to evict you.

You can get advice if you're in rent arrears or having difficulty paying your rent from:

- [MoneyHelper](#)
- [Shelter](#)
- [Citizens Advice](#)

## 8. Deposits

You may have to pay a deposit before you move in. Contact your [local council](#) about possible rent or deposit guarantee schemes if you're having difficulty paying the deposit.

## Deposit protection

Your landlord must put your deposit in a government-approved [tenancy deposit protection scheme](#) if you have an assured shorthold tenancy (AST) that started after 6 April 2007 (in England and Wales).

## Deposit disputes

Contact the [tenancy deposit protection scheme](#) your landlord used if you cannot get your deposit back.

## 9. Houses in multiple occupation

Your home is a house in multiple occupation (HMO) if both of the following apply:

- at least 3 tenants live there, forming more than 1 household
- you share toilet, bathroom or kitchen facilities with other tenants

Your home is a large HMO if both of the following apply:

- at least 5 tenants live there, forming more than 1 household
- you share toilet, bathroom or kitchen facilities with other tenants

A household is either a single person or members of the same family who live together. A family includes people who are:

- married or living together - including people in same-sex relationships
- relatives or half-relatives, for example grandparents, aunts, uncles, siblings
- step-parents and step-children

## Standards, obligations and how to complain

If you live in a large HMO, your landlord must meet [certain standards and obligations](#).

Contact your [local council](#) to report hazards in your HMO. The council is responsible for enforcing HMO standards and can make a landlord take action to correct any problems.

## Reclaim rent

All large HMOs need a licence from the local council.

You may be able to [apply to a tribunal](#) to reclaim some of your rent if your landlord has been prosecuted by the council for running an unlicensed HMO.

## 10. Anti-social behaviour

Report anti-social behaviour to your [local council](#).

Your council can take over the management of a property to stop anti-social behaviour.

It can also create a 'selective licensing scheme' if people in several houses in an area are behaving anti-socially. All landlords of properties in that area must then have a licence to show they're meeting minimum standards.

## 11. Changes to a regulated tenancy

There are special rules for changing rents and terms for regulated tenancies (usually starting before 15 January 1989).



## When your landlord can increase rent

Your landlord can only increase the rent up to the registered rent, which is the legal maximum set by a rent officer from the Valuation Office Agency (VOA). This is sometimes called 'fair rent'.

[Check the register of rents](#) to find out if the rent is registered and how much it is.

You or your landlord can ask the VOA to review the rent so that it remains fair, usually every 2 years. You can request it sooner if there's a major change to the home (for example, repairs or improvements).

Fill in the [fair rent review form](#) and send it to the address on the form.

### If your rent increases

Your landlord must serve you a notice of increase of rent in writing. It must include details of the changes, for example how much the rent will increase by and when it will start.

Your landlord can do this with an official notice of increase form, which they can get from legal stationers.

An increase in rent may be backdated to the date of the notice, but it cannot be backdated by more than 4 weeks or to earlier than the date it's registered.

### If you think a registered rent increase is too high

You can appeal against the VOA's decision to increase a registered rent by writing to the rent officer within 28 days of receiving it. You can appeal later but only if you have a good reason for the delay, for example if you've been in hospital.

The registered rent may be reconsidered by a tribunal - it will make a final decision on the rent limit for the property.

## Cancel a registered rent

Download and fill in an [application form to cancel a registered rent](#) and send it to the address on the form (for example, if the tenancy stops being regulated, or you and your landlord agree to cancel it).

It may take up to 6 weeks to cancel a registered rent.

## 12. Complaints

Follow these steps if you have a problem with your landlord:

- 1 Complain to your landlord - they should have a complaints policy that you can follow.
- 2 Make a complaint to a 'designated person' ([your MP](#), a [local councillor](#) or a tenant panel) if you cannot resolve the problem with your landlord.

- 3 Contact [your council](#) or local authority if you and your landlord still cannot resolve the problem.
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