



BEING A LANDLORD

Please Note: The Renters' Rights Act 2025 is now law but some changes are planned to be rolled out over 2026 and beyond. This guidance is correct as of the 1st May 2026 and any further changes will be incorporated as and when they are implemented and more detail is available. You may wish to see our blog post on the changes [here](#) with a list of frequently asked questions.

The below guidance is applicable in England only.

Please note: in references to the new legislation – the Renters Rights Act 2025 will be referred to as RRA throughout.

Types of tenancy

There has been a significant increase in the requirement for private rented property over the last few years and therefore an increase in the number of private tenants and landlords. It is important to know and understand your rights and obligations whether acting for yourself or using an agent.

Firstly, understanding the nature of the legal framework which exists between you and the occupier is key to understanding your rights. The nature of that arrangement depends on the type of accommodation provided.

The following types of occupation and accommodation (with the exception of council/social housing) do not generally create a landlord and tenant relationship.

Therefore if:

- you live on the premises and share some of the rooms, such as a bathroom, kitchen or other living space, with your occupier they will not be a tenant. Legally known as an excluded occupier, they will often be referred to as a lodger. You can find out more about lodging agreements [here](#).
- you own a hostel or bed and breakfast hotel, your occupiers are likely to fall into the category of excluded occupier.
- you have granted a license to occupy which creates an agreement for them to occupy the

property for a defined length of time. This is often used for very short stays and, in this case, the occupiers are not tenants but licensees.

- you are providing living accommodation as part of an employee's job and as such they may be a service occupier or tenant. This can be quite a complex area of law and further clarification is required.

If none of the above applies and rent is paid to you (or your agent) and you do not share the premises with them, it is likely you have entered into an Assured Periodic Tenancy (APT) with the tenant.

Assured Shorthold Tenancy (AST)

An AST has up until 2026 been the most common type of tenancy however following **the RRA all tenancies will be converted to Assured Periodic Tenancies as of the 1st May 2026. It will no longer be possible to create a new AST.**

Assured Periodic Tenancy (APT)

All tenancies will become APTs from the 1st May 2026, this will mean they will roll on month by month. Tenants will be able to give 2 months' notice at any time in order to end their tenancy. See further below. As a landlord you will only be able to end the tenancy if you can rely on one of the grounds under s8 of the Housing Act (as amended by the RRA). If you have created a new tenancy after the 1st May then a year must elapse before notice can be served for the "no fault grounds" of sale of the property or the landlord or relative wishing to live in the property (ground 1 and ground 1A). For other grounds involving "fault" such as rent arrears

or anti-social behaviour there is no protected period. These will be explored further below and in our dedicated document: section 8 notice (England).

Landlord responsibilities

As a landlord, you have a number of responsibilities and obligations to your tenant. These are generally set out in your tenancy agreement and include:

1. Not to disturb tenants

As a landlord it is sometimes necessary to access your property and to undertake repairs. However, your tenant is entitled to live in the property free from any harassment or unnecessary interference.

The law provides for a minimum of 24 hours notice, however it is usual in standard tenancy agreements for there to be a clause allowing the landlord entry into the property on giving 48 hours' notice to check the condition of the property and/or to effect repairs.

If after giving notice your tenant does not want to allow you to enter the property, they can refuse. At this point you should not attempt to enter the premises without consent to do so would likely to be a matter of trespass or harassment. It can even be the case that a tenant may continue to refuse access even for a statutory inspection e.g. gas safety. In extreme cases you may be required to get a court order for access.

Harassment, is where you or anyone on your behalf, acts in a manner likely to cause distress or make it difficult for your tenant to remain in the property. If this occurs your tenant may well decide to refer the matter to the police or the local housing department. If successful, claims for damages can be a maximum of an unlimited fine in a county court or could result in a criminal conviction against you as the landlord.

This does not affect your right to enter the property without notice if there is an emergency. For example, if there is a burst pipe while the property is empty and emergency access is required to stop the water and prevent further damage.

2. Carry out repairs

Landlords are responsible for most repairs to the exterior or structure of a property and ensuring the property is habitable. Therefore, problems with the roof, chimneys, walls, guttering and drains are the responsibility of the landlord. Landlords are also responsible for keeping the equipment for supplying water, gas and electricity in safe working order.

One of the common concerns tenants call us about relates to damp within the property. See below for more details but generally you will only be responsible for this where it can be demonstrated that the damp problem is caused by a defect in the building.

Tenants often have responsibility for some minor repairs and maintenance. This usually relates to:

- internal decorations
- gardens
- small jobs, such as changing plugs and lightbulbs
- anything damaged as the result of a negligent or wilful act

We often receive requests for advice for such things as damp, the failure of domestic appliances or unwelcome guests, such as mice. Here are some practical points in relation to such matters:

- always check the terms of the tenancy agreement to see whether or not the matter complained of is referred to.
- damp generally falls into two categories – lifestyle damp and rising/penetrating damp. Lifestyle damp is caused by insufficient air circulating in the property i.e. a lack of ventilation to dry clothes or in the bathroom where steam is not allowed to escape. The mould and the damage caused by such damp will generally be the responsibility of the tenant. It is therefore important to ensure there is sufficient air circulation in the property. Some tenancy agreements have a contractual requirement for the tenant to open windows or not to dry washing indoors. Rising or penetrating damp is likely to be the result of a structural defect and will generally be your responsibility as the landlord. A damp survey will help to ascertain the underlying cause.

- mice and bedbugs are always unwelcome and we are often consulted on whose responsibility it is to pay for pest control. Generally, mice are found where there is food and if your tenants leave food around it is possible mice will follow. However, it will be your responsibility to make sure repairs are done so that as far as possible mice cannot get into the property. With bed bugs, if your tenant can show they were present when they moved in, you will be responsible, but if not then it may be your tenants responsibility. It is also necessary to check the tenancy agreement for the need to notify you if such an event occurs. This may be relevant in the event you seek to recover the costs of dealing with this from the rental deposit.

Generally, if there is an existing pest control problem when your tenant moves in then you as the landlord are likely to be responsible for it.

- domestic appliances are often part of a rented property and therefore included in the inventory checked at the outset of the tenancy. If the appliance stops working during the course of the tenancy, and it is not due to damage which has been caused by the tenant, it should be repaired/replaced by you.

3. Keeping the tenant safe

As the landlord, you have a common law duty to make sure your rented home is a safe place for your tenant to live. This means all parts of the property must be free from danger, such as tripping hazards etc. Where the rented property is a flat this duty can also extend to the common parts, such as the entrance hall and other access ways.

There is a Housing Health and Safety Rating System (HHSRS) which applies to rented property and how hazards are assessed. You can find a copy of the guidance [here](#).

In addition to the general duty and responsibility there are specific statutory obligations to:

- provide a gas safety certificate for every gas appliance supplied renewed annually
- undertake any work recommended by a gas engineer
- ensure any furniture meets the necessary safety requirement e.g. is fire retardant

- ensure any electrical equipment is safe
- have a working smoke detector on each storey of the property and carbon monoxide detector in every room where there is a fuel burning appliance. Failure to do so could lead to a fine of up to £5,000
- keep the property free from health hazards such as legionella. Further guidance on this can be found [here](#).

Creating an Assured Periodic Tenancy Agreement

Ideally a tenancy agreement will be in writing. It is not a legal requirement to have a tenancy agreement in writing at all but it will add clarity and ensure both parties understand their rights and responsibilities. It is however a legal requirement for some key information to be provided to tenants by the 1st May 2026. A copy of the information which needs to be provided can be found [here](#).

If, before 1st May 2026 you have a tenant in place but no written agreement, will be required under the RRA to provide a written statement setting out the terms of the agreement by the 31st May 2026. Certain key information should be included in this document and government guidance on what should be included can be found [here](#).

APT requirements

For any APT there are certain regulatory requirements which must be complied with. These are:

1. To protect the deposit in an approved scheme within 30 days of receiving it.
2. To provide your tenant with the prescribed information (see what this is [here](#)) within 30 days of receiving the deposit.

You must also:

1. Provide an Energy Performance Certificate (EPC). Once completed an EPC is valid for 10 years. You can check whether your property already has a report [here](#).

2. Provide a current Gas Safety Certificate (GSC) which is renewable annually.
3. Provide a hard copy or a relevant link to the "How to Rent" booklet. The most up to date copy of which can be found [here](#).
4. Undertake a "right to rent check" in relation to your tenants immigration status. See how to do this [here](#).
5. There will soon be a requirement under the RRA that all private landlords will be required to register with a new Mandatory Ombudsman scheme, this could be as soon as late 2026 but some estimates suggest this could be in 2028. We recommend setting up a robust system to deal with complaints from tenants as well as property management practices in preparation for this. Penalties for non-compliance could result in fines of up to £7,000. In extreme cases there is the scope for fines to raise to £40,000 and could even result in criminal prosecution.

Deposits

It is a requirement for all landlords taking a deposit from a tenant in relation to an APT, to place that deposit with a recognised deposit service. A deposit must not exceed 5 weeks rent (or 6 weeks rent if the annual rent is £50,000 or more) under the Tenant Fees Act 2019.

There are three such services:

- [Deposit Protection Service](#)
- [My Deposits Tenancy Deposit Scheme](#)
- [Tenancy Deposit Scheme](#)

A landlord's duty to protect a tenant's deposit

The deposit must be protected in one of the approved government schemes. Failure to do so can have significant consequences. In addition, you must also provide your tenant with the prescribed information about the deposit within 30 days of receiving it.

Information a landlord must provide You must provide your tenant with all the information the

law requires (known as the prescribed information) within 30 days of receiving their deposit, including:

- your tenant's name and contact details
- the amount of deposit received and the address of the tenancy
- details of the tenancy deposit protection scheme being used
- a copy of the deposit protection certificate signed by the tenant
- information about the purpose of the tenancy deposit protection scheme
- how the tenant gets the deposit back at the end of the tenancy
- what to do if there is a dispute about the deposit

Many landlords use agents to deal with this and the relevant paperwork is often included with the tenancy agreement. Each deposit scheme provides its' own copy of the relevant form which you or your agent should give to the tenant.

Penalties when a deposit is not protected or is protected late

If you do not follow the correct procedure to protect the deposit, your tenant may apply to the court for compensation of up to three times the value of the deposit paid, either during the course of the tenancy or after it has expired. A court can also order you to protect a deposit in a suitable scheme if you have not done so. This may apply if you:

- protected the deposit after 30 days of the receipt of the deposit
- failed to provide the tenant with details of the deposit scheme used within 30 days
- failed to protect the deposit at all

If your tenant makes a court application they must do so under Part 8 of the Civil Procedure Rules (i.e. not a small claims application). For this reason you will be at risk of costs and an order to pay your tenant's legal expenses if they are successful.

Return of the deposit at the end of the tenancy

At the end of the tenancy it will be necessary for the property to be inspected and compared against the inventory completed and checked at the outset. The value of items which are missing, or damaged due to negligence or misuse, may be claimed by you and be a matter for discussion with your tenants.

If there is a disagreement about this the matter can be referred to adjudication under the relevant deposit protection scheme rules. You should check with your deposit service how this can be done. The adjudicator will decide the outcome after receiving representations from both the landlord and the tenant. If you would like to see the type of things which are considered please click [here](#) for some case studies or try being the adjudicator yourself [here](#).

As a landlord, you should produce evidence to the adjudicator of any damage or loss. We understand landlords frequently fail to do this. Examples of evidence which can be supplied include: inventories and check-in reports with notes of condition, photos and video, invoices/receipts and any correspondence or emails.

We also speak to landlords where they have had some difficulty tracing a tenant when they leave and getting them to respond to the deposit service. In such circumstances you will need to liaise with the deposit service directly to discuss your options.

What if my tenants want to leave the property early?

Sometimes circumstances change and tenants may want to leave the property early. It may be that the relationship has broken down or there is a change in employment which means they want to leave.

Previously tenants would have needed to wait until the tenancy has ended, exercise a break clause or agree a mutual surrender with the landlord to end the tenancy early. **With the introduction of APT's tenants may simply give 2 months' notice in order to end a tenancy at any point from the 1st May 2026.** This notice will need to be given in line with a rent payment date, so for example if the tenant pays rent on the 1st of the month the notice should end on the last day of the month.

What if my tenant does a runner?

Sometimes a tenant just disappears without warning and the first a landlord may hear is the agent or a neighbour commenting, or when no rent is paid. It very often the case that the tenant owes rent and may leave without taking all their belongings.

This situation can be very problematic for landlords. In legal terms, leaving the property is an implied surrender of the tenancy. Some landlords refer to notices of abandonment in these circumstances although these can be risky. The reason is that the Protection from Eviction Act 1977 makes it a criminal and civil offence to repossess a property in any way other than a possession order.

There is a statutory abandonment procedure for Landlords. It allows a landlord to bring an APT to an end on the day on which the abandonment notice was given provided that:

- The tenancy relates to a premises in England
- The unpaid rent condition is met this is at least two months or eight weeks rent arrears
- The landlord has served all relevant notices under section 52 - **Housing and Planning Act 2016**
- The Tenant or any named occupier has not responded to these notices within the dates and time frames expected within the warning notices

This process is extremely complex and in all the circumstances great care must be taken and further advice should be sought before using this procedure.

Rent Increases

As of the 1st May 2026 landlords cannot increase a tenants rent without using a s13 notice (using form 4A which will be published by the government imminently). This notice can only be used to increase the rent once per year and the rent can only be increased to a rent which is deemed "fair market rent", if the tenant decides to challenge this it can be referred to the First Tier Property Tribunal for review.

The tribunal will no longer be able to backdate any rental payments even if they decide the rent proposed by the landlord is reasonable.

Any rent increase that was agreed before 1 May 2026 under a rent review clause, but which takes effect after 1 May 2026 will not be allowed. S13 notices served before the 1st May 2026 will however follow the old rules even if the increase takes effect after 1st May 2026 with the tribunal being able to award higher rent that requested by the landlord and backdating this rent to the end of the s13 notice.

Rent in Advance

Under the RRA from the 1st May 2026 requiring a tenant to pay **rent in advance will be banned** before a tenancy starts, this is to prevent “bidding wars” for properties. After a tenancy has started rent in advance will also be limited to 1 month in advance.

Mandatory OmbudsmanThe RRA introduces an obligation that landlords must be registered with the new Landlord Ombudsman and [Private Rented Sector Database](#). This is being rolled out from 2026 but is expected to be fully implemented by 2028.

Letting agents

We frequently receive calls from landlords who are not happy with the way letting agents deal with them and their tenants. The agent is employed to act in your best interests and provide professional guidance as part of the process. If the agent is instructed to let the property they should deal with all reference and financial checks, as well as getting the tenant to sign the necessary paperwork.

There is a Private Rented Sector Code of Practice issued by RICS which you can find [here](#) and which may help with any concerns about your agent.

All letting agents must belong to one of the following schemes:

- [Property Ombudsman](#), where you will also find a code of conduct.
- [Property Redress Scheme](#), which also has a good resource section.

If you complain to a letting agent and the complaint is not resolved to your satisfaction you can refer to one of the ombudsman schemes outlined above.

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