



Tenant Handbook

We have put together this helpful handbook full of useful advice, repairs information, and clear language about tenant and landlord responsibilities.

You can report **non-emergency** repairs using your phone or computer via:

 <https://homesureproperty.propertyfile.co.uk/tenant> 

Remember to include **photos** and a **detailed description** so we can fix it more quickly.

You can report an **emergency** repair out of office hours by calling the usual number of **0151 722 22 22** and listening to the available options.

Our Mission: Make Housing Work

For **tenants, landlords, communities**, and the **environment**.

For you, our objective is to provide a **safe, healthy, & happy home** while protecting your landlord's asset. We aim to create long-term relationships that lead to building **local communities** and creating a sustainable **environment**.

To help create a fair, transparent, and positive relationship, we have put together this handbook to inform, explain, and educate you on '*How to Rent*'.

Landlord's Repair Responsibilities

The **landlord** is responsible for the upkeep of:

- The **structure** of the building
- The **outside** of your home, which includes the **communal** areas
- The **plumbing, electrical and heating systems** that were originally provided (not including those that you have installed yourself).

Some **examples** include:

- The roof, drains, gutters and outside pipes
- Outside walls, doors, windowsills, window frames & glass
- Outside painting and decoration
- Internal walls, skirting boards, doors & door frames, thresholds, floors and ceilings (but not internal painting & decor)
- Fences, pathways, boundary walls, steps, and ramps
- Garages and outbuildings (where provided)
- Water pipes & tanks, gas pipes and electrical wiring
- Electrical sockets, smoke detectors, and light fittings (excluding consumables such as bulbs & fuses)
- Basins, sinks, baths, toilets, flushing systems and waste pipes
- Water heaters, boilers, fireplaces, fitted fires and radiators

These lists are neither exhaustive nor exclusive.

If any repairs are necessary under the landlord's obligations, please contact us immediately.

You must take reasonable care of your property, both inside and out, and **report any repairs immediately**.

Please take all reasonable steps to mitigate further damage while awaiting the contractor's arrival, such as turning off water, gas, or electricity supplies where safe to do so.

Rechargeable Repairs

We advise against arranging repairs yourself as may be liable for the cost or correction of works.

If there is evidence of intentional or accidental damage, misuse or neglect, you must pay for the cost of the repair. Ordinarily, this will occur before the work is carried out.

However, occasionally any damage will only be evident once work has commenced. Contractors may carry out any rechargeable repair, which has not been rectified within a reasonable period, and recover the cost from you.

Tenant's Repair Responsibilities

You, the **tenant**, are responsible for:

- Making good of **damage** caused by you
- Maintenance of **appliances** and fittings that have been **installed by you**
- **Reporting damage** early to avoid preventable, or further, damage.
- **Cleaning** and **avoiding** damage through correct maintenance of the landlord's fittings.

Some **examples** include:

- **Replacing** lost or damaged **keys** including providing a new copy to the landlord/us
- **Replacing** electric plugs, fuses & light bulbs
- The **upkeep** of your **garden** and **outside** areas
- Replacing **batteries** in smoke & carbon monoxide alarms, wireless heating thermostats, key fobs etc.
- **Ventilation** to allow fresh air from outside to avoid condensation, by opening windows and ensuring airbricks and extractor fans are always in use
- **Removing** moisture & condensation from windows, silicone seals, & surfaces which causes mould growth
- Avoiding mould growth to bathrooms by **rinsing down bathing areas** with cold water immediately after use
- Keeping **drains** clear by ensuring only appropriate items are sent through the drains, and clearing any blockages immediately
- Avoiding damage to laminate floors by ensuring water is kept to a minimum (e.g. when mopping, spillages)
- Keeping the property **secure**, such as ensuring windows & doors are locked when leaving.

How to Report a Repair

You can report **non-emergency** repairs using your phone or computer via:

 <https://homesureproperty.co.uk/tenants> 

Remember to include **photos** and a **detailed description** so we can fix it more quickly.

You can report an **emergency** repair out of office hours by calling the usual number of **0151 722 22 22** and listening to the available options, or visiting the website link above.

Information to provide when reporting a repair

The **more** information you provide, the **faster** your repair will be carried out.

1. Your **name** and property **address**
2. **Phone** number & **email** address
3. **Photos/videos** of the problem/repair
4. Background **information**, such as the cause; where the issue is; when the problem started, whether it's happened before etc.

The process of repairing an issue


1. **You** provide all the information we need (including when we request further details)
2. **We** log the repair onto our system
3. **We** seek approval from your landlord to instruct a repair or obtain estimates to repair
4. The **landlord** approves the request, or chooses to use their own contractor
5. **You** provide access during office/working hours for estimates and works to be carried out

Access for repairs

Most contractors operate an 'AM' (morning) or 'PM' (afternoon) appointment scheme for most repair requests and will contact you directly to arrange access at your convenience.

We appreciate that you may be at working during standard working hours (Monday-Friday, 9am-5pm); however, these are also contractors' working hours too.

They will likely need access during these hours so, if you are unable to provide access, they will use our management set of keys to gain access (providing at least 24 hours' notice, or with your express permission). Contractors shouldn't be expected to attend outside of standing working hours unless they are attending an emergency repair.

 **Please note:** If you arrange an appointment with a contractor and then fail to allow access, the contractor may charge you for their time.

All contractors are approved sub-contractors and will carry identity cards which are welcome to request sight of upon their arrival. Contractors try to cause as little mess and disruption as possible and clear up when they are finished.

If you repair a repair and do either do not respond or allow access within 14 days, the job will be cancelled.

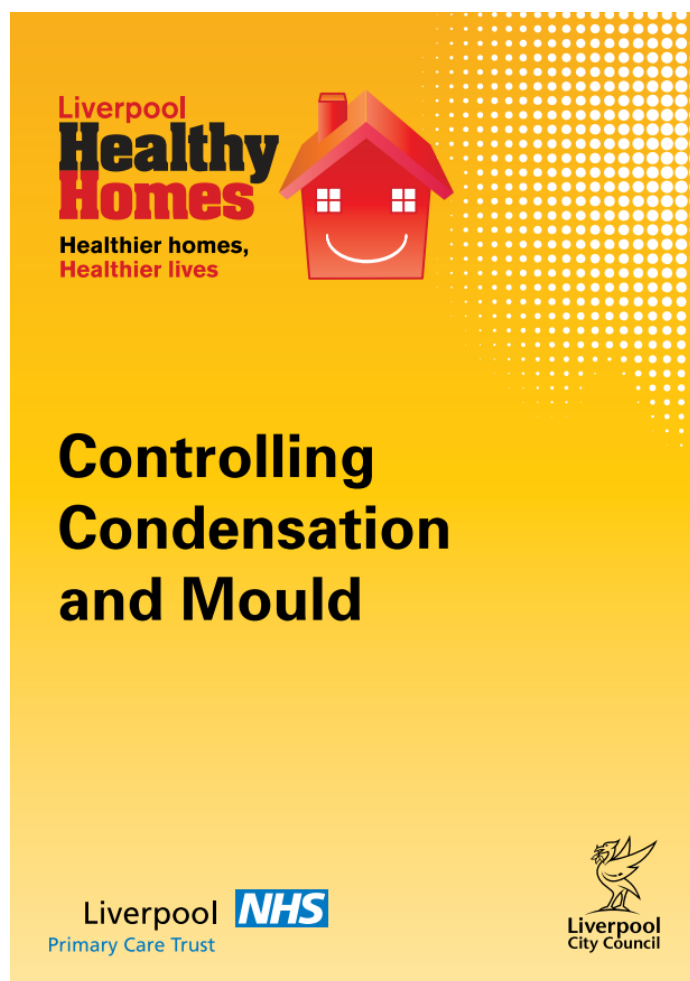
We would love to hear your feedback about the contractor who attended to your repair, so please feel free to get in touch.

Reports of Damp, Controlling Condensation & Mould Growth

One of the most common problems we encounter is reports of 'damp', which is actually mould growth caused by excessive condensation.

Here are our **best tips** on avoiding excessive condensation, which leads to mould growth

- **Wipe away** the first signs of condensation
- **Open your windows** in the bedroom when sleeping
- **Move furniture** away from the external walls of your rooms
- Rinse down the shower with **cold water** when you've finished
- Don't dry your washing on the radiators. If you must, **open the windows** to allow the evaporated moisture to escape
- Keep the **temperature constant** by avoiding turning your heating on and off (it'll save you money too!)
- Ensure you use the **extractor fans** in the bathroom & kitchen, and **open an outside door** when cooking



Upon move-in, you have been provided with the '**Healthy Homes - Controlling Condensation and Mould Guide**' which explains how you can ensure your property is properly ventilated in order to avoid excessive condensation and resultant mould growth.

You can find more helpful guides and information on our website at www.homesureproperty.co.uk/tenants

Repair Response Times

To ensure repairs are prioritised according to how urgent they are, all reports are allocated a category, with response times as follows:

<u>Category</u>	<u>Target Timescale</u>	<u>Example</u>
Emergency Repairs	24 hours to make safe/isolate	<i>Loss of electricity due to water leak</i>
Urgent Repairs	7 days	<i>Loss of cooking facilities</i>
Routine Repairs	28 days	<i>Clearing of gutters to prevent penetrating damp</i>

A 'response' is not the same as a repair.

'Response' means that the landlord (or us on their behalf) will acknowledge the report and attempt a repair if appropriate.

Sometimes it is not possible to complete a repair immediately, for reasons such as:

Extreme weather conditions

Example: during a storm, a roofer will not be able to get up on a roof to carry out a repair.

Availability of parts

Example: to repair a boiler, a part has to be ordered & delivered by a supplier.

Complexity of work

Example: a 'simple' repair of a loose floorboard may be a symptom a wider rising damp issue. Therefore, the symptom cannot be treated in isolation from the cause of the underlying problem.

Insurance Procedures

Example: if a repair forms part of an insurance claim, a loss adjuster will need to inspect the damage and approve proposed works before they can be carried out.

Access difficulties

Example: a simple roof leak may require gaining access of a neighbouring property, or instructing a third party, to carry out or allow access to the affected area.

If you live in an Apartment

Neither your landlord, or us as agents, are responsible for the maintenance and repair of common areas of apartment blocks. That means that, as much as we'd like to, we are simply not allowed to touch other peoples' property. As such, all reports of repairs in the common area must be reported to the appointed managing agents of the Management Company. You will be able to find contact details inside your building, usually on a noticeboard in the entrance hall.

Certain agents will only be able to deal with your landlord (who is *their* client). In these cases, you can report issues to your landlord/us, for us to liaise with the block managers.

Examples of **Emergency** Repairs

An emergency is defined as something which could **cause danger** to health, tenants' safety, or **cause serious damage** and destruction to property.



Emergency call-out contractors will usually only be able to isolate & make safe, to enable full and proper repairs to be undertaken later, during normal working hours.

The emergency contractor will use discretion to determine if the situation is a true emergency. If it is not deemed an emergency, you will be informed, and the appropriate repair protocols will apply, such as reporting the non-emergency during standard opening hours.

The types of work they attend include:

- Severe roof leaks (which risk affecting electrical wiring, or serious damage)
- Burst pipes (unstoppable leaks)
- Blocked drains (leading to being unable to use sanitary facilities)
- Total loss of ALL electrical power or light
- Total loss of gas supply (only if it leads to being unable to heat the property)
- Total loss of ALL heating during cold weather where no other form of heating is available
- Emergency door/window repairs when there is a threat to safety or property.

⚠ Please note: If you request an emergency repair, which is later discovered to be a non-emergency, you are liable to be charged for all costs incurred.

Examples of **Urgent** Repairs

These are repairs which materially affect the comfort or convenience of the tenant and/or, if left, will lead to an emergency repair in the near future.



In certain circumstances, such as severe weather or the vulnerability of the tenant, these repairs could be treated as emergencies.

The list includes:

- Partial loss of electrical power or light (such as no lights downstairs)
- Unsafe power, lighting socket or electrical fitting (but the rest of the circuits are working)
- Partial loss of water or gas supply (only some of the appliances are working)
- Repairs to washing machines, dishwashers, fridges and cookers (if there are no alternatives)
- Loss or partial loss of space or water heating (one appliance is working, the other isn't)
- Blocked or leaking drains
- Toilet blocked or not flushing (a temporary solution, such as using a bucket, is available)
- Leak from water or heating pipe, tank or cistern (which requires constant attention)
- Leaking roof
- Insecure external window, door or lock (is able to be locked, but is materially affected)
- Loose or detached stair handrail
- Rotten timber floor or stair tread, which is getting steadily worse
- Extractor fan not working in a kitchen or bathroom, when there is no other ventilation.

Examples of **Routine Repairs**

These are less urgent repairs that are either an inconvenience, or restricted to a cosmetic issue, such as:

- Minor plumbing works (leading to use of alternative)
- Repairs to doors, windows and floors (such as draughty windows)
- The door entry phone not working
- Plumbing repairs, where no damage is involved (such as a loose/stuck tap)
- Repairs to walls, brickwork and slates or tiles
- Painting/decorating following a previous repair
- Adjustment of doors & windows
- Repairs or clearing of gutters and downpipes.



Planned Works

We advise our landlords to schedule improvement or preventative works from time-to-time, such as:

- Replacing or installing heating systems
- Installing insulation
- Adding mechanical extraction
- Replacing windows & doors, roofs, appliances etc.



Landlords choose to carry out these works to both protect their investment and improve your enjoyment of the property. These optional works do not form part of any landlord obligations and are expected to be accommodated by you for your mutual benefit.

Energy & Power Supplies

Landlords are responsible for ensuring everything is working, but they have no control over the mains supplies. In the event that you are receiving no electricity (power), gas, or water, you must contact the supplier directly.

Think you can smell gas?

If you think that you have a gas leak, can smell gas, or think that you or any of your family are suffering ill effects caused by fumes from a gas appliance, you should take the following actions:

- Don't light any naked flames (lighters/matches, gas hob) and switch off electric fires
- Check that all cooker knobs are turned off
- Turn off your boiler
- Turn off the gas supply at the meter (located on the side of your gas meter)
- Do not operate anything electrical (switches, sockets, appliances etc.)
- Open all windows and doors to air your home
- Leave the property and (from outside) call **TRANSCO** – Freephone **0800 111 999**.

Gas Safety Inspections

By law, landlords must carry out a safety check of the appliances at least once a year to make sure they are safe for you to use.

A contractor will make an appointment to visit your home to carry out this safety check.



There is no extra cost to you for this service. You **must** allow our contractor into your home so that they can carry out important work.

Compulsory Certificates

In addition to gas, a landlord must (by law) carry out other inspections and provide relevant safety certificates for your protection.

If you fail to allow access for any and all inspections, the landlord will be forced (by law) to either gain entry to carry out the work or regain possession of the property from you in order to provide a safety certificate to the relevant authority.

Further Helpful Information & Guides

When you rent a property in England, you are provided with additional documents to help you navigate your tenancy correctly, legally, and fairly.

You have been provided with a **'How to Rent Guide'** as created & published by the UK Government. You can find more information at <https://www.gov.uk/government/publications/how-to-rent>

You have been provided with the **'Healthy Homes - Controlling Condensation and Mould Guide'** which explains how you can ensure your property is properly ventilated in order to avoid excessive condensation and resultant mould growth.

Privacy Policy & Your Data

We take the protection of your personal data very seriously and work hard to make sure our services are safe for you to use.

We are committed to complying with statutory data protection requirements. This data protection policy describes the type of data that we collect from you, how and for what we use it, and how we protect it.

What are your rights?

When reading this notice, it might be helpful to understand that your rights arising under Data Protection Legislation include:

- The right to be informed of how your Personal Data is used (through this notice)
- The right to access any personal data held about you
- The right to withdraw consent at any time, by emailing admin@homesureproperty.co.uk

- The right to rectify any inaccurate or incomplete personal data held about you
- The right to erasure where it cannot be justified that the information held satisfies any of the criteria outlined in this policy, or where you have withdrawn consent
- The right to prevent processing for direct marketing purposes, scientific/historical research or in any such way that is likely to cause substantial damage to you or another, including through profile building
- The right to object to processing that results in decisions being made about you by automated processes and prevent those decisions being enacted

Personal information we collect about you

We may collect and use the following personal information about you:

- Your name and contact information, including email address and telephone number and company details if applicable
- Information to enable us to check and verify your identity, e.g. your date of birth
- Your gender information, if you choose to give this to us
- Your billing information, transaction and payment card information
- Your professional or personal online presence, e.g. *LinkedIn* profile, if you share it with us
- Your contact history, transaction and instruction history with us
- Your nationality and immigration status and information from related documents, such as your passport or other identification, and immigration information, e.g. if you are a potential tenant applying for a tenancy
- Information to enable us to undertake Anti Money Laundering and Terrorist
- Financing electronic checks on you
- Information about how you use our website, IT, communication and other systems
- Your responses to surveys, competitions and promotions
- This personal information is required to provide our services to you. If you do not provide personal information we ask for, it may delay or prevent us from providing services to you
- The purposes of processing your personal data

We use your personal data for the following purposes

- To correspond with you
- To offer our services
- To enter into contract negotiations
- For the performance of any contract with you
- To send out invoices to clients and follow up on payment of these
- To make payments to suppliers
- To maintain our own accounts and records
- To adhere to legal requirements
- To inform individuals of news, events or activities

How your personal information is collected

We collect most of this personal information directly from you—in person, by telephone, text or email and/or via our website.

However, we may on rare occasions also collect information from publicly accessible sources, e.g. Companies House or HM Land Registry. We may also collect information from other publicly accessible sources such as:

- Directly from a third party, e.g. credit reference agencies, customer due diligence providers
- From cookies on our website

How long will your personal data be kept?

We hold different categories of personal data for different periods of time. Wherever possible, we will endeavour to minimise the amount of personal data that we hold.

If 'consent' is the basis for our lawful processing of your data, we will retain your data so long as both the purpose for which it was collected and your consent, are still valid. We review the status of your consent every

twelve (12) months and treat non-response to our requests for renewal of consent as if they were your request to withdraw consent.

Occasionally, we might identify a legitimate interest in retaining some of your personal data that has been obtained by consent. If we do, we will inform you that we intend to retain it under these conditions and identify the interest specifically.

If we process your data on the basis of 'legitimate interests', we will retain your data for so long as the purpose for which it is processed remains active. We review the status of our legitimate interests every twelve (12) months and will update this notice whenever we determine that either a legitimate interest no longer exists or that a new one has been found.

All categories of personal data that are held by us because they are essential for the performance of a contract, will be held for a period of six years, as determined by reference to the Limitations Act 1980, for the purposes of exercising or defending legal claims.

Who we share your personal information with?

We routinely share personal information with:

- Third parties we use to help deliver our services to you, e.g. payment service providers, tenants' vetting companies, electronic search providers, maintenance contractors, inventory companies etc.
- Other third parties we use to help us run our business, e.g. website suppliers, case management system providers etc.
- Third parties approved by you, e.g. social media sites you choose to link your account to or third-party payment providers
- Credit reference agencies
- Our banks
- Other companies within our group, to provide you with the same or closely related services
- We only allow our service providers to handle your personal information if we are satisfied, they take appropriate measures to protect your personal information. We also impose contractual obligations on service providers (where possible) to ensure they can only use your personal information to provide services to us and to you
- We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations
- We may also need to share some personal information with other parties, such as potential buyers of some or all of our business or during a re-structuring. The recipient of the information will be bound by confidentiality obligations

Security

We ensure that any personal information collected is safely secured. Suitable procedures and policies are in place to prevent unauthorised access to our website including a security certificate for our website and individual usernames/passwords for those who update this website.

Who can you complain to?

You have the right to obtain information about the personal or company-related data that we process about you and may request their correction, deletion or restriction of processing. You also have the right of objection and the right to data portability (which means you have the right to receive the data in a structured, common and machine-readable format). If you believe that the processing of your personal or company-related data violates the EU General Data Protection Regulation, you have the right to lodge a complaint at the Information Commissioner's Office (<https://ico.org.uk/>) or a supervisory authority of another EU Member State.

Our contact details for this purpose are: admin@homesureproperty.co.uk; 0151 722 22 22;
32 Allerton Road, Woolton Village, Liverpool, L25 7RG.

Frequently Asked Questions (FAQs)

You can find the answers to our tenants' common questions on our website at <https://homesureproperty.co.uk/frequently-asked-questions/>

If you can't find the answer you need, feel free to get in touch!

We want your opinion on our service

We're always looking for ways to improve all aspects of our service and your comments are most important in helping us achieve this. Please send us your comments and let us know how we can improve our services by contacting us at lettings@homesureproperty.co.uk.

Complaints Procedure

If you think something has gone wrong, we need to know so that we can put it right. There is a formal complaints procedure online at www.homesureproperty.co.uk/contact.

Liverpool
**Healthy
Homes**

Healthier homes,
Healthier lives



Controlling Condensation and Mould

Liverpool
Primary Care Trust



If you would like information in a different language or format, please ask us.

إذا أردت المعلومات بلغة أخرى أو بطريقة أخرى، نرجو أن تطلب ذلك منا.

যদি আপনি এই ডকুমেন্ট অন্য ভাষায় বা ফরমেটে চান, তাহলে দয়া করে আমাদেরকে বলুন।

如欲索取以另一語文印製或另一格式製作的資料，請與我們聯絡。

Pokud byste požadovali informace v jiném jazyce nebo formátu, kontaktujte nás

اگر این اطلاعات را به زبانی دیگر و یا در فرمتی دیگر میخواهید لطفاً از ما درخواست کنید

Si vous souhaitez des informations dans une autre langue ou sous un autre format, veuillez nous le demander.

ئەگەر زانیاریت بە زمانیکی که یا بە فۆرمیکی که دەوی تکایە داوامان لی بکە

Jeżeli chcieliby Państwo uzyskać informacje w innym języku lub w innym formacie, prosimy dać nam znać.

Se deseja obter informação noutro idioma ou formato, diga-nos.

Если вы хотели бы получить информацию на другом языке или в другом формате, просим обращаться в администрацию.

Haddii aad rabtid in warar lagugu siyo hab luuqadeed o kale, fadlan na soo waydiiso.

Póngase en contacto con nosotros si desea recibir información en otro idioma o formato.

Türkçe bilgi almak istiyorsanız, bize başvurabilirsiniz.

اگر آپ کو معلومات کسی دیگر زبان یا دیگر شکل میں درکار ہوں تو برائے مہربانی ہم سے پوچھئے۔



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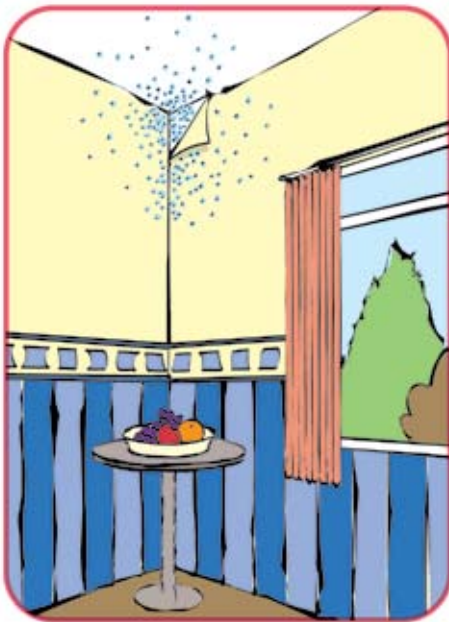
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1 – What Is Condensation?

There is always some moisture in the air, even if you cannot see it. If air gets cold, it cannot hold all the moisture produced by everyday activities and some of this moisture appears as tiny droplets of water, most noticeable on windows on a cold morning. This is condensation. It can also be seen on mirrors when you have a bath or shower, and on cold surfaces such as tiles or cold walls.

Condensation occurs in cold weather, even when the weather is dry. It doesn't always leave a 'tidemark' round its edges on walls. If there is a 'tidemark', this dampness might have another cause, such as water leaking into your home from a plumbing fault, loose roof tiles or rising damp.

Look for condensation in your home. It can appear on or near windows, in corners and, in or behind wardrobes and cupboards. Condensation forms on cold surfaces and places where there is little movement of air.



Problems that can be caused by excessive condensation

Dampness caused by excessive condensation can lead to mould growth on walls and furniture, mildew on clothes and other fabrics and the rotting of wooden window frames. Also, damp humid conditions provide an environment in which house dust mites can easily multiply.

First steps against condensation

You will need to take proper steps to deal with condensation, but meanwhile there are some simple things you should do straight away.

- Dry your windows and windowsills every morning, as well as surfaces in the kitchen or bathroom that have become wet. Wring out the cloth rather than drying it on a radiator.



First steps against mould growth

First treat the mould already in your home, then deal with the basic problem of condensation to stop mould reappearing.

To kill and remove mould, wipe down or spray walls and window frames with a fungicidal wash that carries a Health and Safety Executive (HSE) 'approval number', and ensure that you follow the instructions for its safe use. These fungicidal washes are often available at local supermarkets. Dry-clean mildewed clothes, and shampoo carpets. Do not try to remove mould by using a brush or vacuum cleaner.

After treatment, redecorate using good-quality fungicidal paint and a fungicidal resistant wall paper paste to help prevent mould recurring. The effect of fungicidal or anti-condensation paint is destroyed if covered with ordinary paint or wallpaper.

But remember: the only lasting cure for severe mould is to get rid of the dampness.

2a – What Causes Condensation?

There are four main factors that cause condensation:

- **Too Much Moisture Being Produced In Your Home**
- **Not Enough Ventilation**
- **Cold Surfaces**
- **The Temperature Of Your Home**

You need to look at all of these factors to cure a condensation problem.

2b – Too Much Moisture Being Produced In Your Home

Our everyday activities add extra moisture to the air inside our homes. Even our breathing adds some moisture (remember breathing on cold windows and mirrors to fog them up?). One person asleep adds half a pint of water to the air overnight and at twice that rate when active during the day.

To give you some idea as to how much extra water this could be in a day, here are a few illustrations:

2 people at home can produce	=	3 pints
A bath or shower	=	2 pints
Drying clothes indoors	=	9 pints
Cooking and use of a kettle	=	6 pints
Washing dishes	=	2 pints
Bottled gas heater (8 hours use)	=	4 pints
Total moisture added in one day	=	26 pints or 14.8 litres

Reduce the potential for condensation by producing less moisture

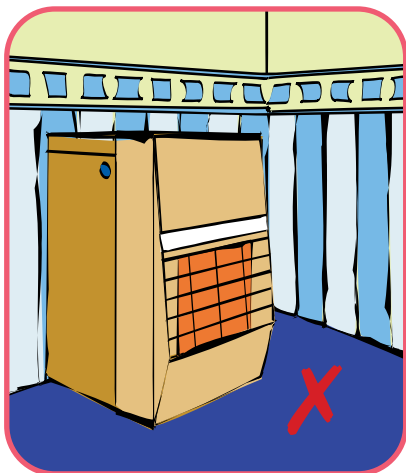
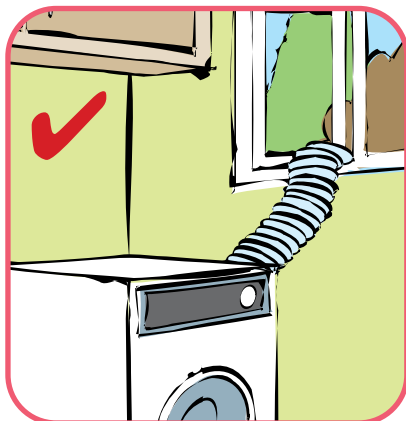
- Hang your washing outside to dry if at all possible, or hang it in the bathroom with the door closed and a window slightly open or extractor fan on. Don't be tempted to put it on radiators or in front of a radiant heater.





- Always cook with pan lids on, and turn the heat down once the water has boiled. Only use the minimum amount of water for cooking vegetables.
- When filling your bath, run the cold water first then add the hot - it will reduce the steam by 90% which leads to condensation.

- If you use a tumble drier, make sure it is vented to the outside or that it is of the new condensing type.
- Don't use your gas cooker to heat your kitchen as it produces moisture when burning gas. (You might notice your windows misting over).



- Try to avoid use of bottled gas heaters; they produce about 8 pints of moisture from an average-sized gas cylinder. (Tenancy Agreements may not allow the use of this type of heater).

3 – Ventilation Of The Home

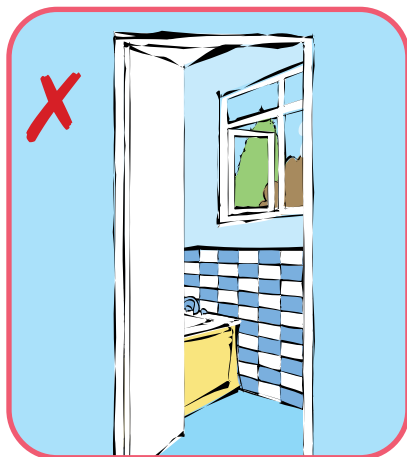
Ventilation can help to reduce condensation by removing moist air from your home and replacing it with drier air from outside.

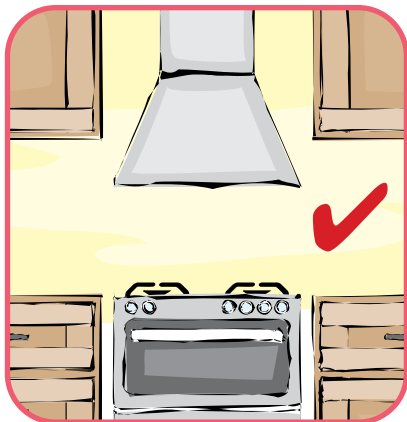


- Help to reduce condensation that has built up overnight by 'crossventilating' your home - opening to the first notch a small window downstairs and a small one upstairs. (They should be on opposite sides of the house, or diagonally opposite if you live in a flat). At the same time, open the interior room doors, this will allow drier air to circulate throughout your home. Cross-ventilation should be carried out for about 30 minutes each day.



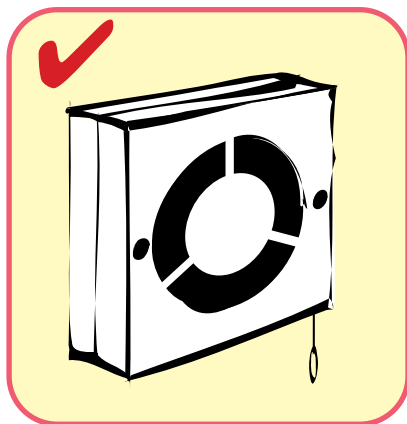
Note: Make sure that accessible windows will not cause a security problem - remember to close them when you go out.





- Ventilate your kitchen when cooking, washing up or washing by hand. A window slightly open is as good as one open. If you have one, use your cooker extractor hood or extractor fan.
- Ventilate your kitchen and bathroom for about 20 minutes after use by opening a small top window. Use an extractor fan if possible - they are cheap to run and very effective.

- Ventilate your bedroom by leaving a window slightly open at night, or use trickle ventilators if fitted. (But again, remember your security).
- Keep kitchen and bathroom doors closed to prevent moisture escaping into the rest of the house.



- To reduce the risk of mildew on clothes and other stored items, allow air to circulate round them by removing 'false' wardrobe backs or drilling breather holes in them. You can place furniture on blocks to allow air to circulate underneath. Keep a small gap between large pieces of furniture and the walls, and where possible place wardrobes and furniture against internal walls. Pull shelves away from the backs of wardrobes and cupboards. Never overfill wardrobes and cupboards, as it restricts air circulation.

4 – Cold Surfaces In Your Home

Condensation forms more easily on cold surfaces in the home, for example walls and ceilings. In many cases, those surfaces can be made warmer by improving the insulation and draughtproofing.

Insulation and draughtproofing will also help keep the whole house warmer and will cut your fuel bills. When the whole house is warmer, condensation becomes less likely.

Loft and wall insulation are the most effective forms of insulation.

If you install any draughtproofing, observe the following guidance:



- Do not draughtproof rooms with a condensation problem, or where there is a heater or cooker that burns gas or solid fuel.
- Do not block permanent ventilators or airbricks installed for heating or heating appliances.
- Do not draughtproof bathroom or kitchen windows.

If you have reason to believe that your home could benefit from an improvement to its loft or wall insulation, please contact your landlord to enquire about the possibility of such an improvement.

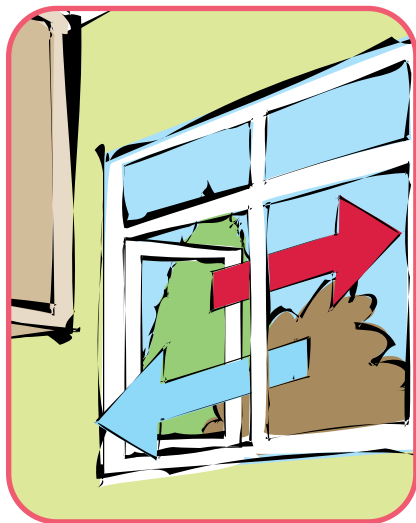
5 – The Temperature Of Your Home

Warm air holds more moisture than cooler air which is more likely to deposit droplets of condensation round your home. Air is like a sponge; the warmer it is, the more moisture it will hold. Heating one room to a high level and leaving other rooms cold makes condensation worse in the unheated rooms. That means that it is better to have a medium-to-low level of heat throughout the house.

Keeping the heating on at low all day in cold weather will help to control condensation, but keep a check on your meters to check how much it is costing you.

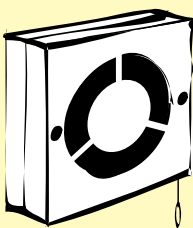
- If you have a heating system such as underfloor electric but are afraid to use it because you've been told it is expensive to run, please contact the Energy Savings Trust for an advice guide on how to control your system on FREEPHONE 0800 512 012. You might find that it costs less to run than you expect or have experienced in the past.
- If you don't have heating in every room, you could keep the doors of unheated rooms open to allow some heat into them.
- To add extra heat to rooms without any form of installed heating, it is better to use electric heaters, for example oil-filled radiators or panel heaters, on a low setting. Remember, you should not use portable bottled gas heaters in homes suffering with condensation as they give out a lot of moisture whilst in use. Contrary to popular belief, it is actually cheaper to heat a room with on-peak electricity than by using bottled gas heaters.
- If you have a freezer, it is a good idea to put it in a space suffering from condensation, as the heat from the motor should help to keep condensation at bay.

Be careful not to 'over-ventilate' your home when it is cold, as it will cause the temperature inside to drop and make condensation more likely. It will also increase your heating costs.



6 – To Control Condensation Remember The Key Points

**Reduce The Amount Of
Moisture You Produce
See Actions In Section 3**



**Improve The Ventilation
SEE ACTIONS IN SECTION 4**

**Reduce The Number Of Cold
Surfaces In Your Home
SEE ACTIONS IN SECTION 5**



**Maintain An Adequate
Temperature
SEE ACTIONS IN SECTION 6**

Further Information

To receive a Liverpool City Council Energy Advice Pack regarding –

- Energy Saving Tips
- Information on Energy Efficiency Grants

Useful Contact Telephone Numbers

Gas Leaks: National Grid	0800 111 999
Power Cuts	0845 272 7999
Energy Gas and Electricity. Consumer Complaints	0845 906 0708
Winter Fuel Payments	0845 915 1515
Age UK	0800 009 966
Additional Pension Benefit Enquiries	0800 99 1234
Disabled Living Foundation	0845 130 9177
Benefit Enquiry Line for People with Disabilities, and their Carers	0800 882 200
For Tenants with existing E.A.G.A. Heating Systems problems	0800 316 6011

Energy Efficiency

To see what you can do relatively cheaply on a D-I-Y basis, ring the Energy Saving Trust on 0800 512 012 for a copy of the:

- **'D-I-Y Guide to Lower Fuel Bills'.**

Heating Systems

For information on how to run heating systems economically, the following guides are also available from the Energy Saving Trust on: 0800 512 012:

- **'Essential Guide to Central Heating Systems'**
- **'Central Heating Combination Boiler Systems'**
- **'Underfloor Heating'**
- **'Storage Heaters'**

Monitoring Costs

Advice on how to monitor the cost of the gas and electricity you are using, and methods of spreading your winter heating bills, are given in the guides:

- **'Controlling your Gas and Electricity Bills'**
- **'Fuel Payment Method Guide'**

Gas Electricity Consumer Council 0845 906 0708

How to contact us

If you have any concerns about mould in your home contact us on: 0800 0121754.

**Alternatively, e-mail your enquiries to:
healthyhomesprogramme@liverpool.gov.uk**



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](https://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 upfront (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.](#)

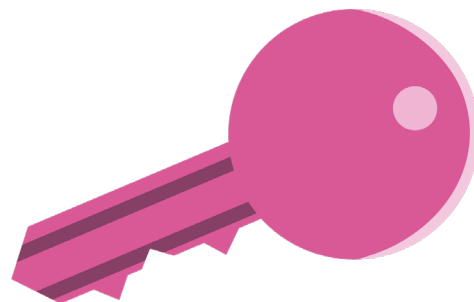
Things the landlord must do

- 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.

