

# Information for Landlords

## A Helpful Guide to Letting Your Property

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# LANDLORD GUIDE

## About this guide

This guide, which has been updated to reflect the Renters' Rights Act 2025 (RRA 2025), helps you understand your responsibilities as a private landlord in England. It covers everything from getting ready to let a property through to ongoing legal obligations.

This guide is intended for general guidance only and is not a substitute for professional legal or financial advice. Professional and legal advice should be sought if you are unsure of any aspect contained within this guide or how the legislation applies to your specific property.

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## 1. Getting Your Property Ready to Rent

Before you put your property on the market, work through this checklist to make sure you're legally ready:

- Do you need permission from your mortgage lender?  
Most buy-to-let mortgages allow letting, but some residential mortgages do not. Check your terms
- If your property is leasehold (e.g. a flat), does your lease allow you to rent it out?  
You may also need permission from the freeholder, and your tenants will need to follow the rules of the lease
- Have you told your buildings and contents insurer that you are letting the property?  
Standard home insurance may not cover a tenanted property
- Is your property in a Selective Licensing area?  
If so, you'll need a licence from your local council before you can let it — see Section 13
- Is it a House in Multiple Occupation (HMO)?  
If so, you may need an HMO licence — see Section 12
- Are you letting it furnished or unfurnished?  
Any furniture you provide must meet fire safety regulations — see Section 6
- Is the property clean, well-maintained and in a good state of repair?  
Well-presented properties attract better tenants and command higher rents
- If you live abroad, you must notify HMRC about your rental income before the tenancy starts - see Section 14
- You will need a valid Energy Performance Certificate (EPC) - see Section 2
- Make sure you are familiar with the Renters' Rights Act 2025 — see Section 16
- You will need a Landlords Gas Safety Certificate – see section 3
- You will need working smoke alarms and carbon monoxide alarms - see section 4
- You will need a Landlords Electrical Safety Certificate – see section 5
- You will need to check the property for any other potential health and safety hazards – see section 7 & 8

## 2. Property Presentation

First Impressions count and tenants are happy to pay more and stay longer in properties that are presented well.

Think about:

- The kerb appeal and how the property looks externally.
  - Is the front door modern, painted and locks work?
  - Are the hedges pruned, lawn cut, and weeds tended too? Make gardens as maintenance free as possible to avoid disputes over gardening in the future.
  - Is there sufficient external lighting to promote safety and make the property more inviting?
- Decoration needs to be modern. Ideally stick to neutral tones that make the property feel spacious, and clean. Add feature walls and contrasts if the property lends itself to being a little bolder. Replace or remove old blinds, curtains, lightshades.
- Kitchen. These can add value so make them as modern as possible. Maybe add new handles to cabinets, modern taps. If within budget new work tops. Make sure the kitchen is clean and uncluttered for viewings.
- Bathroom. These too add value so make sure they are spotless and replace any old showerheads, clean or replace old grouting and sealant. Add mirrors and if possible, a heated towel rail.
- Flooring. Think about it looking modern and durable. Ideally have flooring match throughout the property. You may want to consider, LVT, laminate and carpets with neutral tones. Make sure any flooring is clean as tenants are put off by worn or dirty flooring.
- External sheds and garages should be clear of items and swept out. Make sure the locks work. External storage adds desirability.

## 3. Energy Performance Certificate (EPC)

An EPC rates how energy-efficient your property is, from A (most efficient) to G (least efficient). You must have a valid EPC before marketing your property and give a copy to your tenant.

### Current rules

Since April 2018, all privately rented properties must have a minimum EPC rating of E. You cannot let a property with an F or G rating without a valid exemption.

### What's changing

The government plans to raise the minimum standard to a C rating. The proposed timeline is:

Date	What's Required
From 2028	New tenancies must have EPC rating C or above
From 2030	All existing tenancies must also meet EPC rating C
From 2026	New EPC system to be introduced focusing on insulation and energy 'readiness'

## 4. Gas Safety

If your property has gas appliances (boiler, gas fires, cooker, central heating), you have strict legal duties.

### What you must do

- Only use a Gas Safe registered engineer for all gas work and annual checks.
- Have all gas appliances and flues checked every year.
- Give your tenant a copy of the Gas Safety Certificate before they move in.
- After any subsequent annual inspection, give your tenant a new certificate within 28 days.
- Keep maintenance and inspection records.

#### **⚠ Penalty for non-compliance**

Failure to comply can result in a substantial fine or, in serious cases, imprisonment. Always check your engineer is on the Gas Safe Register at [www.gassaferegister.co.uk](http://www.gassaferegister.co.uk)

## 5. Smoke & Carbon Monoxide Alarms

### Smoke alarms

- You must have at least one working smoke alarm on every floor of your property.
- Check they work at the start of every new tenancy.
- Use alarms that meet British Standard BS 5839-6. 'Sealed for life' battery alarms are recommended.
- Heat detectors do not count as smoke alarms.

Note: While tenants are responsible for day-to-day checks, as the landlord you carry the legal obligation to ensure alarms are working throughout the tenancy.

### Carbon monoxide alarms

Since 1 October 2022, you must fit a carbon monoxide (CO) alarm in any room that contains a gas appliance — but not gas cookers or hobs.

For example, if you have a gas boiler in one room and a gas fire in another, you need a CO alarm in each of those rooms.

#### **⚠ Penalty for non-compliance**

Local councils can fine you up to £5,000 for failing to comply with alarm requirements.

## 6. Electrical Safety

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 require you to make sure all fixed electrical installations in your property are safe.

### What you must do

- Have your electrical installation inspected and tested by a qualified electrician at least every 5 years.
- Get an Electrical Installation Condition Report (EICR).
- Give a copy of the EICR to your tenant before they move in (or within 28 days of inspection for existing tenants).
- Provide a copy to the local authority if requested (within 7 days).

- If the report shows Code 1 (dangerous) or Code 2 (potentially dangerous) issues, carry out remedial work within 28 days.
- If urgent work is needed sooner, do it within the shorter timeframe specified in the report.
- Give written confirmation that remedial work has been completed to both the tenant and the council within 28 days.

### What the codes mean

Code	Meaning
<b>C1 — Danger</b>	Immediate risk of injury. Action required right away.
<b>C2 — Potentially Dangerous</b>	Must be fixed within 28 days.
<b>FI — Further Investigation</b>	Must investigate without delay.
<b>C3 — Improvement Recommended</b>	No legal requirement to act, but advisable.

### Electrical appliances

The EICR only covers fixed wiring and installations. It does not cover portable appliances (kettles, toasters, washing machines, etc.). We recommend regular Portable Appliance Testing (PAT) for any appliances you provide.

#### **⚠ Penalty for non-compliance**

The local authority can impose a financial penalty of up to £40,000 for breaches. You could be liable to pay compensation for damage/injuries.

## 7. Furniture & Fire Safety

If you let your property furnished, any upholstered furniture you provide must meet fire resistance standards under the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

### What's covered

- Beds, headboards and mattresses
- Sofa-beds and futons
- Scatter cushions and seat pads
- Pillows
- Loose and stretch covers for furniture
- Garden furniture suitable for indoor use

### What's NOT covered

- Furniture made before 1950
- Duvets, bedclothes and pillowcases
- Mattress covers
- Curtains and carpets
- Sleeping bags

Compliant furniture will have a permanent label showing it meets fire resistance requirements. If there's no label, assume it doesn't comply.

#### **⚠ Important**

Supplying non-compliant furniture is a criminal offence under the Consumer Protection Act 1987.

## 8. Asbestos

If your property was built before 2000, it may contain asbestos. As a landlord, you have a legal duty to identify, assess and manage any asbestos risk.

### What you need to know

- Asbestos doesn't always need to be removed. If it's in good condition and not being disturbed, it may be safe to leave in place and monitor.
- You must tell tenants and any contractors about known asbestos before works are carried out.
- If you own a block of flats, you must also check common areas (hallways, stairwells) for asbestos and keep control measures under review annually.
- Always use a competent contractor for any repair or construction work that might disturb asbestos.

### ⚠ Penalty

Exposing anyone to asbestos risk can be a criminal offence. Visit [www.hse.gov.uk/asbestos](http://www.hse.gov.uk/asbestos) for guidance.

## 9. Legionella (Water Safety)

Legionella bacteria can grow in water systems and cause Legionnaires' disease, which can be fatal. Most domestic rental properties are low risk, but you still need to carry out a risk assessment.

### What a basic risk assessment involves

- Checking that hot water is stored at above 60°C.
- Checking that cold water stays below 20°C at taps and outlets.
- Keeping showerheads and taps clean and free from scale.
- Flushing through taps and showers regularly, especially after the property has been empty.
- Removing or capping off any unused pipework.

You don't need to pay for professional water testing unless a risk is identified. However, keep a written record of your assessment and tell your tenant what to watch out for.

## 10. Your Repair Responsibilities

As a landlord, you are legally responsible for keeping the property in a good state of repair under Section 11 of the Landlord and Tenant Act 1985. This includes:

- The structure and exterior of the property (roof, walls, windows, doors).
- Drains, gutters and external pipes.
- Boilers, central heating and hot water systems.
- Gas appliances and wiring.
- Sinks, baths, toilets and other sanitary fittings.
- Common areas in shared buildings.

Tenants are generally responsible for minor maintenance, keeping the property clean, and fixing any damage they or their visitors cause.

## Response times

Emergency repairs (e.g. no heating in winter, water leak) should be dealt with urgently. Standard repairs should be addressed within a reasonable timeframe.

✓ Renters' Rights Act 2025 – Awaab's Law and the Decent Homes Standard are being extended to the private rented sector. Once in force (expected mid-2030s), landlords will be required to fix serious hazards within a defined timeframe. Local councils also gained stronger powers to inspect properties and enforce housing standards from 27 December 2025.

## 11. Homes Fit for Human Habitation

Under the Homes (Fitness for Human Habitation) Act 2018, your property must be safe and suitable to always live in. If it isn't, your tenant can take you to court.

### Your property may be considered unfit if it has

- Damp or mould
- Excess cold or heat
- Problems with the structure or stability
- Faulty wiring or electrical hazards
- Inadequate water supply, drainage or sanitation
- Risk of fire
- Gas or carbon monoxide hazards
- Asbestos or other hazardous materials
- Poor lighting or ventilation
- Dangerous stairs or surfaces
- Overcrowding
- Poor food preparation facilities

Your liability for these issues only starts once you are told about them. Once you know, you must act promptly. If you don't, the tenant can claim for the cost of repairs or damages in court.

### Property Inspections

You must give at least 24 hours' written notice before visiting the property and only visit at reasonable times.

## 12. Deposits & Deposit Protection

### How much can you take?

- If annual rent is under £50,000: maximum deposit is 5 weeks' rent.
- If annual rent is £50,000 or more: maximum deposit is 6 weeks' rent.
- Holding deposit: capped at 1 week's rent.

### Protecting the deposit

All deposits for Assured Periodic Tenancies must be protected in a government-backed scheme within 30 days. There are three approved schemes:

- Deposit Protection Service (DPS) — [www.depositprotection.com](http://www.depositprotection.com)
- mydeposits — [www.mydeposits.co.uk](http://www.mydeposits.co.uk)
- Tenancy Deposit Scheme (TDS) — [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

You must also give the tenant 'prescribed information' within 30 days, including: the amount deposited, which scheme is being used, how disputes are handled, and how the tenant get their deposit back.

✓ **Renters' Rights Act 2025 still requires that the Deposit is protected to serve a section 8 notice for most grounds.**

#### ⚠ **Penalty for non-compliance**

A court can order you to repay the deposit AND pay the tenant up to 3 times the deposit amount as a penalty. Failure to protect can also prevent you from recovering possession through most Section 8 grounds.

### **No-deposit Scheme alternative (e.g. Reposit)**

Some landlords offer an insurance-backed alternative to tenants. This is where the tenant pays a smaller one-off and non-refundable fee (insurance premium) instead of a full deposit to the no deposit scheme.

Such schemes are an offer by the Landlord. The tenant has the choice to use either this method of insuring the deposit or can choose to pay the cash deposit that must then be protected.

Under no deposit schemes the tenant remains liable for damage and arrears. These schemes operate outside the government deposit protection rules and we suggest that you check that the scheme is FCA regulated.

## **13. Houses in Multiple Occupation (HMOs)**

An HMO is a property rented by three or more people from different households who share facilities (e.g. kitchen, bathroom) and the property is their own or only residence often known as house shares and seen in student lets.

### **When do you need a licence?**

You must have a mandatory HMO licence if your property is rented to 5 or more people from more than one household. Even for smaller HMOs, some councils require a licence — always check with your local authority.

### **Licence requirements**

- Licence is valid for up to 5 years and must be renewed before expiry.
- One licence per property.
- The property must be suitable for the number of occupants.
- The manager must be 'fit and proper' (no relevant criminal record or breaches of landlord laws).
- Annual Gas Safety Certificate must be provided to the council.
- Smoke and carbon monoxide alarms must be installed and maintained.
- Safety certificates for electrical appliances must be available on request.

#### ⚠ **Penalty**

Operating an unlicensed HMO is a criminal offence which could result in an unlimited fine or a civil penalty up to £30,000 plus rent repayment orders.

## 14. Selective Licensing

Some councils require all landlords in certain areas to have a selective licence, regardless of property type. This is used to raise housing standards and tackle anti-social behaviour.

Check whether your property falls within a selective licensing area by contacting your local council. Operating without a licence is an offence.

- Apply to your local council.
- Pay the required fee.
- Provide gas and electrical safety certificates.
- Meet licence conditions (e.g. working smoke alarms, fire risk assessment).

### **⚠ Penalty**

Criminal offence and/or civil penalty of up to £30,000 and rent repayment orders for operating without a licence.

## 15. Tax for UK-Based Landlords

You must declare rental income to HMRC and pay tax on your net profit (rent received minus allowable expenses). At the time of printing:

### **What you can deduct**

- Letting agent fees
- Buildings and contents insurance
- Maintenance and repair costs (not improvements)
- Utility bills you pay as the landlord
- Accountant fees
- Replacement furniture and appliances (but not original purchases)

Note: You cannot deduct mortgage interest as an expense. Instead, you currently get a 20% tax credit on finance costs.

### **Key changes**

- From April 2026: Landlords with income over £50,000 must keep digital records and submit quarterly returns to HMRC under Making Tax Digital (MTD). This threshold drops to £30,000 from April 2027.
- From April 2027: New income tax rates for property income will be introduced — 22% (basic rate), 42% (higher rate), 47% (additional rate).
- From autumn 2024, the Stamp Duty surcharge for buying second homes or investment properties increased from 3% to 5%.
- Capital Gains Tax: currently 18% (basic rate) or 24% (higher rate) when you sell a rental property. You must report and pay within 60 days of completion.

Always speak to an accountant or tax adviser about your personal circumstances.

## 16. Tax for Overseas Landlords

If your usual home is outside the UK for more than 6 months a year, you are classed as a non-resident landlord and must register with HMRC under the Non-Resident Landlord (NRL) Scheme.

### How it works

- Your letting agent, appointed representative, (or tenant if you have no agent) must normally deduct basic rate income tax (currently 20%) from your rent and pay it to HMRC quarterly.
- You can apply to HMRC to receive your rent without tax deducted ('gross') if your UK tax affairs are up to date and you don't owe any UK tax.
- Individuals use form NRL1, companies use NRL2, and trusts use NRL3.
- Even if approved for gross payments, you must still file a UK Self-Assessment tax return.

For more information: [www.gov.uk/government/publications/non-resident-landlord-guidance-notes](http://www.gov.uk/government/publications/non-resident-landlord-guidance-notes)

## 17. The Renters' Rights Act 2025 — What Landlords Must Know

The Renters' Rights Act 2025 (RRA 2025) is the biggest change to private renting law in decades. It received Royal Assent on 27 October 2025 and is being rolled out in phases.

The Act is designed to give tenants more security and fairness. For landlords, it means new rules around how tenancies work, how you can end a tenancy, and how rents can be increased. The most important changes take effect from 1 May 2026. Read this section carefully.

### Phase 1 — From 1 May 2026

- No more fixed-term or shorthold tenancies. All new tenancies will automatically be Assured Periodic Tenancies (month to month, rolling).
- Section 21 'no-fault' evictions are abolished. You will no longer be able to evict a tenant simply by giving them notice without a specific legal reason.
- To end a tenancy, you must use a Section 8 notice and give a valid legal reason (called 'grounds'). For example, if you want to sell the property, you must give 4 months' notice — and cannot do so in the first 12 months of the tenancy.
- Tenants must give 2 months' notice to end their tenancy.
- You must give tenants a written tenancy agreement before they pay any rent.
- You cannot ask for more than 1 month's rent in advance.
- Rental bidding is banned. You must advertise at a set price and not invite higher offers.
- Further strengthens discrimination to include discrimination against tenants who have children or who receive benefits.
- Tenants have the right to request a pet. You cannot have a blanket 'no pets' policy and must act reasonably when considering their request and there are specified timescales for replying to the request.
- Rents can only be increased once per year, using a formal Section 13 notice with at least 2 months' notice.
- Tenants can challenge a rent increase they consider unfair at the First-Tier Tribunal. You cannot evict a tenant just because they disputed a rent increase.
- Civil penalties are increased, and local councils will have stronger enforcement powers and must report on their enforcement activity.
- Rent repayment orders are extended, and the maximum penalty is doubled for repeat offenders.

## Phase 2 — From late 2026 (regional rollout, full operation expected 2028)

- A Private Landlord Ombudsman will be set up to handle disputes between landlords and tenants.
- A Private Rented Sector Database will be created, which all landlords will need to register on.

## Phase 3 — Proposed mid-2030s

- Updated Housing Health and Safety Rating System (HHSRS), Awaab's Law and the Decent Homes Standard will be introduced for private rented properties.
- All privately rented properties will need to meet a minimum EPC rating of C by 2030 (or have a valid exemption).

### **⚠ Important — Already in force from 27 December 2025**

Local councils already have new powers to inspect your property, demand documents and access third-party data to check compliance with housing standards. Make sure your property and records are in order now.

## 18. Tenancy Agreements

Under the RRA 2025, the standard type of tenancy is now an Assured Periodic Tenancy. You must give your tenant a written tenancy agreement before they pay any rent.

The agreement is a legally binding contract. Make sure it accurately reflects the terms you've agreed and complies with current legislation. Using a letting agent to prepare this is strongly recommended.

## 19. Tenant Fees — What You Can and Cannot Charge

Since 1 June 2019, the Tenant Fees Act 2019 limits what landlords and agents can charge tenants. Permitted payments only include:

- Rent
- Deposit (up to 5 weeks' rent, or 6 weeks if annual rent is £50,000+)
- Holding deposit (up to 1 week's rent)
- Default charges (e.g. lost keys, late rent — only as specified in the tenancy)
- Variation, assignment or novation of a tenancy (capped at £50 or reasonable cost)
- Early termination by the tenant
- Council tax, utility bills, TV licence and communication services (if stated in the tenancy)

### **⚠ Penalty**

Any unpermitted payment must be returned within 28 days. Fines of up to £30,000 can be imposed.

## 20. Right to Rent Checks

Before any tenant moves in, you must check that all adults aged 18 or over have the legal right to rent in England. This applies to everyone, regardless of their nationality.

### **How to do the check**

- Ask for original documents (e.g. passport, biometric residence permit, visa).
- Check the documents are genuine and belong to the person in front of you.
- Make and keep copies of all documents and record the date of the check.
- For those with a time-limited right to rent (e.g. a visa that expires), use the government's online Share Code service at gov.uk to check their status.

- You can also use certified digital Identity Document Verification Technology (IDVT) providers.

If a tenant's right to rent expires during the tenancy, you must carry out a follow-up check. If they no longer have the right to rent, report this to the Home Office.

### **⚠ Important**

You must not discriminate. Check everyone living at the property regardless of nationality. Checks only apply in England.

## **21. Inventory, Check-in and Check-out**

Always prepare a detailed schedule of condition (inventory) before a tenancy begins. This is a written and photographic record of the state of the property and its contents at the start of the tenancy.

At the end of the tenancy, compare the property's condition against the inventory. You can only make a deposit deduction for damage beyond fair wear and tear — not for normal deterioration.

## **22. Insurance**

You must tell your buildings and contents insurer that you are letting the property. Standard home insurance is unlikely to cover tenanted properties.

- Landlord buildings insurance covers structural damage to the property and public liability.
- Landlord contents insurance covers your furniture and fittings.
- Rent guarantee and legal protection insurance covers lost rent and legal costs if a tenant stops paying. This can be purchased separately.
- Make sure your policy remains active even during void periods (when the property is empty).

Tenants are responsible for their own contents' insurance.

## **23. ID Verification and Anti-Money Laundering**

To comply with anti-money laundering legislation, your letting agent will need to verify your identity before acting on your behalf. Acceptable documents include:

- Photocard driving licence or Valid passport
- Utility bill or bank statement dated within the last 3 months
- Proof of ownership of the property.

Your agent may also use electronic identity verification. They may also check property ownership through the Land Registry.

## **24. Stamp Duty**

As a landlord, you do not pay Stamp Duty on your rental income. However, if you buy an additional property (a second home or investment property), a Stamp Duty surcharge applies — currently 5% on top of standard rates (increased from 3% in autumn 2024).

Stamp Duty on a tenancy (where the net total value exceeds £125,000) is the tenant's responsibility, not yours. Your agent will advise the tenant if this applies.

## **25. Void Periods**

When your property is empty between tenancies:

- You are responsible for all utility bills during the void period.
- Make sure the property is secure and maintained.
- Check your insurance remains valid — some policies require notification if a property is empty for more than 30 or 60 days.

## 26. New Build Properties (Snagging)

If you are letting a new build, the developer may offer a snagging period during which they will fix any building defects at no cost to you. Tell your letting agent about any such arrangement so they can liaise with the developer on any issues that arise.

## 27. Rent Reviews

Under an Assured Periodic Tenancy (the standard under the RRA 2025), the tenancy rolls on month to month. There is no automatic end date.

**✓ Renters' Rights Act 2025 – Rent can only be increased once per year using a formal Section 13 notice. You must give at least 2 months' notice. The increase must reflect local market rates. Tenants can challenge unreasonable increases at the First-Tier Tribunal.**

We strongly recommend using a local letting agent to advise on market rents and handle formal rent increase notices correctly.

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### Important Notice

The information in this document is provided as general guidance for landlords. Whilst every effort has been made to ensure accuracy, this guide is not a substitute for professional legal or financial advice and should not be relied upon as such. Legislation changes frequently; always verify the current position with a qualified professional.

If you have any queries, please contact the Emsleys Lettings and Property Management team on 0113 284 0136 or email [propertymanagement@emsleysestateagents.co.uk](mailto:propertymanagement@emsleysestateagents.co.uk)

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