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Report a private landlord

Find out what you need to do and pay for if you're looking for a privately rented home.Check with the landlord or letting agent:how much the rent is and how often it is paidwho to contact about repairs or other tenancy issues if you need to pay a tenancy deposit and where it will be protectedAsk for a written tenancy agreement and read it before you sign.Make sure that you view the property you want to rent before you pay a deposit or rent in advance.Watch out for scams where you are asked to pay a deposit on a property that either doesn't exist or has already been rented out.You usually have to pay some money before the tenancy starts.Your main upfront costs when you rent privately are:rent in advancea tenancy depositYou might also be asked for a holding deposit to reserve the property before you sign a tenancy agreement.Only pay a holding deposit if you're serious about taking on the tenancy. You might not get it back if you decide not to go ahead.Most fees for tenants are banned. You can't be asked to pay for things like credit checks or references when agreeing a new tenancy.Landlords or letting agents expect you to prove your identity, show that you are reliable and that you can afford the rent.They may ask for documents such as:recent bank statements or pay slipsproof of benefit awardsiyour employment contract or accounts if you work for yourselfLandlords and agents must also check your right to live in the UK. You'll be asked to show your passport or other documents as part of right to rent immigration check.Landlords and agents can ask for references from an employer or previous landlord.They may carry out a credit check on you when you apply to rent a house or flat. A credit reference agency checks if you've had problems paying bills in the past. Landlords and agents can't carry out a credit check without your permission. Find out about renting with a poor credit history.A guarantor agrees to pay rent or cover any damage if the tenant fails to pay.You might need a guarantor if you can't prove your incomea first time renterfall a credit checkclaim benefitsPeople often ask parents or another family member to be their guarantor. The guarantor signs a guarantor agreement. It's a legally binding contract. The guarantor should read it carefully before they sign.Find out about a guarantor's responsibilities and what to do if you don't have one. There are benefits and grants available to help with rent. It can be hard to find a place to rent if you claim benefits. Your council or a local advice agency may have lists of private landlords.You can't claim benefits to help with rent until you've found a tenancy. You usually need to show a tenancy agreement.Both housing benefit and universal credit are paid in arrears so you usually need to pay your up front costs of renting yourself. You should report your change of address to the housing benefit office if you move within the same council area. Your housing benefit will be recalculated based on your new rent.You can ask the council to pay your housing benefit direct to your landlord.You can get a housing element as part of your universal credit payment.You must report your change of address. Your universal credit will be recalculated based on your new rent.You can ask for your housing element to be paid direct to your landlord if you find it hard to budget for rent.Last updated: 28 November 2019 Your landlord's responsibilities to carry out repairs start when you report the problemCheck your landlord is responsible for the repair problem first. You can report a repair problem in person, by phone, text, email or in writing. Your landlord must carry out repairs within a reasonable period of time - but that only begins once you've told them about the problem. For example, if you report an emergency repair such as a broken boiler it could be reasonable for your landlord to carry out repairs within 24 hours. If a repair problem gets worse because you didn't report it, your landlord might say you are responsible for any damage caused.You should also tell your landlord about any repair problems in communal areas, such as shared hallways or stairs in a block of flats. You should also write or email your landlord to confirm:what the repair problem iswhen you reported it to the landlordwhat your landlord said they would do about itIf you need to take further action you may need to show what you have done to contact the landlord. Keep a record of all your contact with your landlord about the repair problem.This can include:copies of letters and emails to and from your landlorddates of any visits to your home from your landlordthe date and time of phone calls from your landlord and what was saidYou may need to contact your landlord or agent again if they don't take action after you report a repair.Write or email them to:remind them of their responsibilitiessuggest dates and times when the work could be doneGive your landlord or agent a time to respond to you.It's a good idea to be flexible about when repairs can be carried out.If you normally deal with a letting agent, you could try contacting the landlord directly. Consider this if you report a repair to the agent and they either:don't respondn't pass the information to the landlordDelays sometimes happen where the landlord will only allow the agent to do small repairs without getting their permission. Speaking to the landlord may help get the work done quicker.You may need to take further action if your landlord doesn't deal with a repair problem.This could mean:complaining to the councilconsidering court actionLast updated: 4 August 2019 Keep track of tenant payments Log rent payments on the go and get detailed tenant balance and payment history. Email or message rent invoices and payment receipts. Digital expense receipts Track expenses right when you pay and keep them organized. Take a photo of expense receipt using a camera or import PDF files and images from your email, photo library, or other apps. Organize safety checks and maintenance records Manage service records and related documents on essential appliances like furnaces, smoke and CO detectors. Schedule and get reminded of upcoming appliance safety checks and regular service. Most important information in your hands Manage information about your properties, tenants, and rental fees. Keep important notes, dates, contact information, related documents, and photos organized and easily accessible. Don't miss important dates Get reminders for outstanding payments and expenses due, know in advance when existing rent agreements have to be renewed or appliances require safety inspection/maintenance. Spend less time on paperwork Get instant financial reports on your rental income and expenses for any individual property or all of them. Easily share financial data and related documents/photos with your accountant. Communicate effectively Quickly email/text payment receipt, rent invoice, or balance report to tenants or your accountant. Print or share reports via email, messages, or via other mobile apps that provide sharing extensions (e.g. WhatsApp). Independent and organized Manage your rental business on the road or from the beach. Have access to all information on your rental business and related documents few touches away, day or night. Designed for mobile Set up your first property in less than a minute. Landlordly is just another app on your smartphone or tablet, no logins, passwords, training, or manuals are needed. And if you need help, we have you covered. Details that matter Light and dark mode. Optimized document scanner. Special keyboard that supports simple calculations. Drag & drop support for photos and PDF attachments. And more. Focused on the needs of private landlord Landlordly is made for homeowners, buy-to-let real estate investors, and self-managing landlords managing small portfolios of apartments, multifamily or mobile homes. Not convinced yet? See what Landlordly users say. Try and decide on your own Download free version to make sure Landlordly fits your needs, unlock premium features to manage more tenants/properties, enable recurring expenses and invoices, customization, report and data sharing, and other features. E-protect will use the information you provide only for sending Landlordly newsletter using our newsletter service provider (see below) and your data will not be shared with other companies or services. You can unsubscribe at any time. When you have a problem with your landlord or your home, your rights and your landlord's responsibilities depend on the type of rental agreement you have. If you know what type of rental agreement you have, you can find out what rights you have when dealing with things like: getting repairs done paying your rents dealing with rent increase your home's energy efficiency being asked to leave your home ending your rental agreement getting your deposit back You can check what type of private rental agreement you have if you're not sure. Your rights are different if you rent from the council or a housing association - check your rights when you rent from a council or a housing association. Getting repairs done If your landlord is responsible for repairs, they should do them in a 'reasonable' amount of time. What counts as reasonable depends on the problem - for example, a broken boiler should be fixed sooner than a leaky tap. Your landlord is responsible for most major repairs to your home. Check how to get repairs done if you're an assured shorthold tenant. Your landlord is responsible for most major repairs to your home. This includes: the structure of the property - for example, the walls, roof, windows and doors sinks, baths and toilets pipes and wiring heating and hot water - for example, the boiler the safety of gas and electrical appliances that your landlord has provided repairing common parts of the building like entrance halls, stairs and lifts - this doesn't apply if your tenancy started before 15 January 1989 making sure your home is fit for human habitation If your tenancy started before 24 October 1961, the rules are different - contact your nearest Citizens Advice. You'll be responsible for minor repairs - for example, changing fuses and light bulbs. You'll also have to fix anything damaged by you, someone who visits you or another person you live with - for example, your child. Your landlord is responsible for most major repairs where the damage is caused by anyone else - for example, if someone breaks into your home. If your home is damp, your landlord might not be responsible. It depends on what type of damp it is and what caused it. Read more about dealing with damp. If you're not sure your landlord is responsible for repairing something, you can check your tenancy agreement - it might give more details about what rights you have when dealing with repairs. Your landlord has to make sure your home is fit for human habitation. This applies to most types of tenancy - if your landlord doesn't do this, contact your nearest Citizens Advice. Your landlord has to take steps to make sure your home is safe and that you won't be injured because of the condition of your home. Check your contract - it might say what repairs you and your landlord are responsible for. It's easier for a landlord to evict an excluded occupier or an occupier with basic protection. You should think about how you ask your landlord to make repairs - if the landlord responds badly to your request, they might decide to evict you. It's a good idea to ask your landlord to make repairs in an informal and cooperative way. For example, you could talk to your landlord and explain what the problem is and how it's affecting you. You can't pay your rent if you have an assured shorthold tenancy, you can check our advice on getting help with renting costs. Your rental agreement will usually say how much rent you have to pay and when you have to pay it. If you don't have a written agreement, the amount of rent you have to pay will be what you agreed with your landlord. Your landlord might be able to evict you if you don't pay your rent on time. If you think you're going to miss a rent payment, you should: check if you can get benefits talk to your landlord - you could ask for extra time to pay, but don't say you'll pay earlier than you think you'll be able to If you fall behind with your rent payments, you'll be in 'rent arrears'. Get help dealing with rent arrears. Your landlord wants to increase your rent Your landlord can't increase your rent whenever they like. They need to follow certain rules if they want you to pay more - these depend on the type of rental agreement you have. If your landlord doesn't follow the rules, you can challenge them. You can't challenge a rent increase if you've already started to pay the new amount - for example, if you started paying the increased rent then changed your mind. Your landlord needs to follow certain rules if they want you to pay more - this depends on whether you have a fixed term tenancy or a rolling tenancy. Check our advice on dealing with a rent increase. Your landlord can increase your rent during the fixed term of your tenancy if your tenancy agreement says you can. The agreement has to say when and how the rent will be increased - this is known as having a 'rent review clause'. Contact your nearest Citizens Advice if there's nothing in your tenancy agreement about rent increases during your fixed term and your landlord tries to increase your rent. If you don't have a fixed term or it has ended, then your landlord might be able to increase your rent if they give you notice. They'll have to use a form called a section 13 notice - form 4 on GOV.UK. Your landlord has to follow certain rules to use a section 13 notice. For example, how much notice they have to give you before they increase the rent and when they can give you notice. They have to give you at least 1 month's notice, but this could be longer. You might be able to challenge the rent increase if your landlord hasn't followed the rules or if you think the rent is too high. The rules about rent increases for assured tenants are complicated. If your landlord says they want to increase your rent, you can get help from your nearest Citizens Advice. Your landlord can't increase your rent unless either: you agree to a rent increase in writing your rent has been registered as a 'fair rent' by the Valuation Office Agency and your landlord has later applied for it to be increased The Valuation Office Agency is a government organisation that values properties. If you or your landlord apply to the Valuation Office Agency, they'll decide whether your rent needs to be increased or decreased to make it a fair rent. They'll decide what a fair rent is based on things like where the property is and when it was built. When your rent has been registered as a fair rent, your landlord can only apply to increase it again after 2 years. If you're a protected tenant and your landlord tries to increase your rent, you should get advice - you might be able to challenge it. Get help from your nearest Citizens Advice. Your landlord can increase your rent during the fixed term of your rental agreement if your contract says they can. The agreement has to say when and how the rent will be increased - this is known as having a 'rent review clause'. If your fixed term agreement has ended or you never had one, your landlord doesn't have to follow any particular rules to increase your rent. If you can't reach an agreement with your landlord about how much you should pay, it's easy for them to evict you. Your home's electrical and gas safety checks The law says your landlord has to: make sure your home meets electrical and gas safety standards give you copies of electrical and gas safety check reports Ask your landlord for an electrical safety check Your landlord needs to do an electrical safety check if your tenancy is for less than 7 years you don't live with your landlord or their family The electrical safety check means your landlord must get a qualified electrician to check electrical sockets, wiring and appliances they provide in your home. Your landlord should give you a copy of an electrical safety certificate before you start renting a new home, check the expiry date. Your landlord must do an electrical safety check at least every 5 years. Your landlord has to give you a copy of an electrical safety report within 28 days of the check. If there are any safety problems on the report, your landlord must get them fixed within the same 28 days of the safety check. You should check the report for anything that needs fixing sooner than 28 days. If you're moving to a new home, your new landlord has to give you a copy of a gas safety certificate before your new tenancy starts. Check the expiry date on the certificate. If you think your landlord hasn't followed the law If your landlord has missed an electrical or gas safety check, or hasn't given you copies of the reports, you should speak to them first. If speaking to your landlord hasn't worked, you can tell your local council's housing services team. If you complain, your landlord might try to evict you by giving you a Section 8 or Section 21 notice. If your landlord hasn't done a gas safety check and you have an assured shorthold tenancy after 1 October 2015, they can't use a Section 21 notice to evict you. You can find out what to do if you get a section 8 notice. If you need help - you can talk to an adviser. Your home's energy efficiency If your home has an F or G energy efficiency rating, your landlord must improve it to E or better. They can't carry on renting the property with an F or G energy rating. If you don't know your home's energy efficiency rating, ask your landlord or agent for an energy performance certificate (EPC). They have to give you an EPC if you ask for one. If your landlord says they're 'exempt' from improving your home's energy efficiency you should contact your nearest Citizens Advice. You're asked to leave your home The amount of notice you should get and the process your landlord has to follow depends on the type of rental agreement you have. If your landlord doesn't follow the rules, you can challenge them. Your tenancy will be a 'fixed term' tenancy if it has a definite start and end date. You don't automatically have to leave your home at the end of your fixed term tenancy. You can decide with your landlord if you want to renew the tenancy for another fixed period or stay on a rolling basis. A rolling basis is when the tenancy runs from month to month or week to week. If your landlord wants to evict you at the end of your fixed term or you never had a fixed term, they need to give you written notice. You might get either a: section 8 notice - your landlord has to give you a reason for giving you a section 8 notice - for example, if you have rent arrears section 21 notice - your landlord doesn't need to give you a reason for giving you a section 21 notice - for example, they might just want to move back into the property If your landlord gives you a notice, they can't force you to leave on the day your fixed term tenancy ends or on the day the notice ends. Your landlord will have to go to court to get a court order. Your landlord will have to give you notice if they want you to leave. They have to give the reasons why they want to evict you - for example, if you have rent arrears or you've damaged the property. Your landlord will have to go to court and get a court order. They can't force you to leave if they don't have a court order. The court will decide whether to give your landlord a 'possession order' - this means they can evict you. You'll have the chance to go to court to challenge the eviction - you should get advice before you do. Your nearest Citizens Advice can help if your landlord has given you a notice to leave or you have to go to court. Your rental agreement will be a 'fixed term' contract if it has a definite start and end date. Your landlord doesn't have to give you notice to leave at the end of your fixed term, but they'll have to apply to court to get a 'possession order'. This means they can ask the bailiffs to evict you. They can only do this when your fixed term has ended. If you've never had a fixed term and you have a rolling contract, your landlord will have to give you notice if they want you to leave. They don't have to give you any reasons why they want to evict you. They have to give you at least 28 days notice, but this could be longer depending on your agreement. If you don't leave by the time your notice ends, your landlord has to go to court to get a court order to make you leave. The court will normally give your landlord a possession order - unless they didn't follow the correct process when they gave you notice to leave. Get help from your nearest Citizens Advice if you're an occupier with basic protection and your landlord wants you to evict you. Your rental agreement will be a 'fixed term' contract if it has a definite start and end date. Your landlord doesn't have to give you notice to leave at the end of your fixed term - they can just tell you to leave when it ends. They can either do this in writing or verbally. If you never had a fixed term and you have a rolling contract, your landlord will have to give you notice if they want you to leave. The amount of notice they need to give you depends on what's written in your agreement and the details of your situation. Your landlord doesn't need to get a court order, but they can't use unreasonable force or violence to evict you. This would be a criminal offence - call the police if this happens. Get help from your nearest Citizens Advice if you're an excluded occupier and your landlord wants to evict you. Ending your rental agreement You'll usually need to let your landlord know in advance if you want to end your rental agreement - this is called giving notice. You'll need to give notice to your landlord if you want to end your tenancy. Check our advice on ending your tenancy. You have to give notice in the correct way - if you don't, you might have to pay rent even after you've moved out. You might also have to pay other bills - for example, council tax. When and how much notice you give will depend on whether you have a fixed term agreement and if your agreement says anything about giving notice. You should always give notice in writing and keep a copy of it. If you can't give the right amount of notice, you might be able to agree with your landlord to end your rental agreement early. This is called 'surrendering your agreement'. You should always try to agree this in writing in case there are problems later on. Think carefully before ending your agreement. If you leave before finding somewhere else to live, it might affect how much help you get from the council to find somewhere else to live. If you're thinking of ending your agreement, get help from your nearest Citizens Advice. They can help you check how much notice you need to give and talk you through your options. If you have a fixed term agreement You can only end your agreement early if your landlord agrees or your written contract says you can - this is called a 'break clause'. If you have a joint agreement the rules are more complex - you usually can't use a break clause unless the other person agrees to do this. Contact your nearest Citizens Advice if you don't understand your break clause or if you have a joint agreement. If you don't have a fixed term agreement or it's ended If you're an assured tenant or protected tenant you need to give notice in writing. You'll need to give at least 28 days notice but this might be longer - look at what it says in your tenancy agreement. If you have a joint agreement, only one tenant needs to give notice. This will end the tenancy for both people. Contact your nearest Citizens Advice if you: need help understanding what notice you need to give have a different type of rental agreement If you've split up from your partner or you're joint tenants Check our advice on what happens to your home when you separate. Getting your deposit back You'll need to contact your landlord at the end of your rental agreement to ask them for your deposit. Your landlord might have a responsibility to protect your deposit in a tenancy deposit scheme. You can check our advice on: You'll need to contact your landlord when you leave your home to ask them for your deposit. If your home is managed by a letting agency, you'll need to contact them instead. It's a good idea to write or email when you ask for your deposit - this means you'll have a record of when you asked for it. You'll have a better chance of getting all or most of your deposit back if you leave the property in the same condition as when you moved in. It's a good idea to get evidence of the condition of the property when you leave - for example, photos or a signed inventory. Your landlord might take money off your deposit if you owe rent or if you've damaged the property - for example if you've stained the carpet. Your landlord can't take money off your deposit for everyday use - for example if you've scuffed the skirting boards. This is known as 'reasonable wear and tear'. If your landlord says they're going to take money off your deposit, they should tell you why - if they don't, ask them. You can also ask them to give you details about how they've worked out the amount, if it's not clear. It's best to get your landlord's reasons in writing if you can - that way you can refer back to them if you need to take action to get your deposit back. If you still can't agree with your landlord, you could take them to court. Contact your nearest Citizens Advice if you need help getting your deposit back. If you have any other problems If you're an assured shorthold tenant, check our advice on renting privately when you have an assured shorthold tenancy. If you have any other type of tenancy, you can get help from your nearest Citizens Advice. If you think you've been discriminated against It might be against the law if your landlord treats you unfairly or differently because of who you are, such as being disabled or being a woman. If it is, you can complain or take them to court. Check if your housing problem is discrimination.

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