

Start of Tenancy Checklist

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A Start of Tenancy Checklist for Landlords

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Introduction

Every time a landlord takes a new tenant there is a risk. The aim of this guide is to reduce that risk to a minimum and prevent problems during and after the tenancy.

The tenant you choose will live in your investment property, you will have very little control over how they use it, you will not be able to gain access without their permission and even if they don't pay their rent, it will take several months and a legal process to remove them.

If you can't accept this then being a landlord is not for you because this is reality.

On the other side, most tenants treat our properties, us and our neighbours with respect which is exactly what we want. Getting this right is key to being a successful landlord as is accepting that this is a people business and therefore it is not an exact science. Mistakes will be made, but it is important to learn from those mistakes while not prejudging future tenants because of them.

Getting into good habits is key to avoiding costly mistakes; good habits consist of meeting all legal requirements and good practice (learning from the experience of other landlords who may have learned the hard way), this guide will cover both.

Often, it is only when a landlord needs to remove a tenant that it comes to light that a mistake made before the tenancy even began will remove that landlord's legal right to use the 'no fault' eviction process known as Section 21. ([Section 21 of the Housing Act 1988](#)). This means that the only method of evicting that tenant is via Section 8 of the same act. This requires the landlord to prove Grounds, which usually means that if the tenant hasn't done anything wrong, and the landlord hasn't got grounds, the tenant cannot be evicted. Not a situation any landlord wants to be in.

We have put together this checklist which you can use to remind yourself of the most important landlord obligations when starting a new tenancy. We've included a red asterisk (*) next to those elements that are required by law.

Check the specific health and safety regulations relating to your property and tenant type. While this checklist will cover those landlords with buy to let properties, there are additional rules around HMOs and non-standard tenancy types. [We have produced a Guide specifically for HMO.](#)

This guidance applies in England, and although many things are the same in Wales and Northern Ireland, in Scotland a lot of this is very different. Please do not rely on this guide if you are letting outside of England.

As well as the checklist, we've included further information about each of the checklist items in this guide. This further information will give you insight into the more in-depth rules and regulations surrounding each checklist item. For example, the rules around deposit protection, EPC certificates, the Homes Fitness for Human Habitation Act and more.

You could probably write an entire guide on many of the sections within this checklist, so for the sake of brevity and accuracy we have outlined some of the requirements and then provided links to more in-depth information. Remember to follow these links if you are at all unfamiliar with what is being discussed in each section.

The Checklist

Before You've Found a Tenant

- ❑ Permission from Lender - your lender may place restrictions on the type of tenant you can accept or the length of the tenancy and it's important to know this before accepting a tenant.
- ❑ Insurance which covers the tenant/property type. It's important to have specific Landlord insurance to ensure you are fully covered, including malicious damage caused by a tenant. Rent Guarantee Insurance is usually a separate policy.
- ❑ A Smoke Alarm must be fitted on every floor, they can be battery operated in a single let but not an HMO. These must be demonstrated as working at move in and checked annually.*
- ❑ A Carbon Monoxide Alarm must be fitted in rooms with fuel burning appliances including gas boilers. These must be demonstrated as working at move in and checked annually.*
- ❑ There must be an in-date Gas Safety Certificate (cp12)* renewed every year throughout the tenancy from the day before the tenancy begins.
- ❑ There must be an in-date Electric Safety Certificate (EICR)* renewed every 5 years.
- ❑ There must be an in-date Energy Performance Certificate (EPC) when you market the property.* Prospective tenants must be given access to this before they sign a contract and usually before viewing.*
- ❑ Download the latest version of the [government How to Rent Guide](#).* This must be given to the tenant in hard copy or attached to an email but cannot be sent as a link.
- ❑ Decide how you will deal with deposits,* if you take a deposit. The law is very prescriptive but there is no legal requirement to take one.
- ❑ HMOs require more fire safety measures including interlinked smoke alarms. Check your local authority website for details of local requirements and ensure these are in place if you have an HMO.*

- Decide whether to let furnished or unfurnished. Ensure that relevant items carry a Fire Safety label. Remove items that are not listed on the inventory.
- Complete an Inventory and accurate Condition Report.
- Present the property clean, in good repair and free from mould, damp or infestation All items must be safe and in good working order.* [The Landlord and Tenant act 1985](#), and the [Homes \(Fitness for Human Habitation\) Act 2018](#) are important references when it comes to presenting your property in good condition.
- Comply with [General Data Protection Regulations \(GDPR\)](#) and send all tenants a notice which complies with the legislation. Join the [Information Commissioners' Office \(ICO\)](#) because you are handling tenants' data and there is a template of the Notice you need send to each new tenant.*

Before Accepting a Tenant

- Application Form with Privacy notice. *
- Right to Rent checks (England only). *
- Tenant / guarantor referencing.
- Credit check.
- Previous Landlord Reference.

Before the Tenant Moves In

- Meter readings, including water.
- Take the deposit and protect it in a government approved deposit protection scheme, or choose Zero deposit scheme. *

After or As the Tenant Moves In

- Confirm to the tenant that the deposit has been protected and provide prescribed deposit scheme information within 30 days of payment. *

- Give the tenant your emergency contact details, (even if the tenancy is managed via a letting agent).*
- Tenancy agreement.
- Notify council and utility suppliers.
- Welcome pack.



Before Finding Tenants

These are the elements of the checklist that you should take care of before you even think about finding a new tenant. They are a mixture of things that are legally necessary (those with a red asterisk *) and those that just make sense to do or at least consider, especially if the property will be unoccupied between tenants.

Smoke and Carbon Monoxide Alarms*

These are a legal requirement no matter what kind of property you are renting out and no matter the tenancy.

Before you even consider finding a tenant you must make sure that your property has working smoke alarms on each storey. You also need to provide a working

carbon monoxide alarm in any room that has a fuel burning appliance, like a gas boiler or solid fuel burner.

You must demonstrate, at move in, that the carbon monoxide and smoke alarms are working and explain the difference to the tenant: If a smoke alarm bleeps, it needs a new battery, but if a carbon monoxide alarm bleeps, it means leave the property at once and inform the landlord/agent or gas supplier because this is warning that what is called the “silent killer” (carbon monoxide) is being picked up.

Both of these alarms should be checked regularly, at least at regular property inspections, because there are fines of up to £5,000 for lack of compliance.

Not a legal requirement, but good practice, is also to have a heat detector in the kitchen, this is the area where fires often begin and a heat alarm can draw attention and stop the fire spreading, as well as warning occupiers to leave the property.

Furnished or Unfurnished?

Before you decide whether you are going to let the property as fully or partially furnished, or whether you'll let it as unfurnished, you need to consider the tenant type that you are targeting.

Some tenants are transient and want to move into a ready-made home (students and those wanting a room in an HMO for example), others (particularly families) have a house full of furniture, including white goods more often not. The other consideration is the length of tenancy you would like as those with furniture usually want a very long term let because of the cost of moving, they make your house their home and can become great long term tenants. If you prefer to regularly touch up/update/deep clean your property you would want shorter term tenants, and this usually means fully or at least partially furnished.

The next issue to consider is cost of set up. It costs around £5,000 to carpet, window dress and fully furnish with white goods. There is also an ongoing cost because anything supplied must be given and maintained in clean, good working order throughout the tenancy. A full check in and check out Inventory is needed. At the end of the tenancy comes one of the biggest issues between landlords and tenants – deposit deductions. There can also be voids between tenancies where you need to replace important items which have come to the end of their lives.

It is unlikely that you will be able to achieve any more rent for a furnished property than for the same property unfurnished, but you may have less choice of tenants which can cause voids and put you under pressure to accept a less than ideal candidate.

For most landlords who have been operating for a while, there won't be anything to do on this point unless you're changing your operating model. For new landlords though, you need to make a decision and get on with preparing the property to let.

If you are letting the property furnished, put furniture into the property before you advertise the property because you must not advertise something which does not represent what you are offering. This is unlawful, and can give the tenant a reason to unwind the tenancy within a month of moving in. Remove anything left by the previous tenants otherwise you will be deemed to have adopted the item and the responsibility will be the same as if you had bought it.

If you're letting unfurnished, make sure you remove anything from the property that won't be there when the tenancy starts. This way, the tenant can see exactly what they're getting with the property and there will be no dispute over items that are added or removed after the viewing and prior to the tenant moving in.

Good Decorative Order

It is far easier to paint a property (or a room) while there is no tenant in it. Prospective tenants are more likely to be attracted to a property that is clean, fresh and cared for. Keeping on top of the décor between tenants is a lot easier and cheaper than having to do a huge overhaul every few years. A nicely decorated property encourages tenants to take care of it. Keep it neutral and stick with the same paint because this it is easier to touch up when a full repaint isn't needed.

If you want to avoid black mould, caused by condensation (not penetrating damp) use a good quality anti-mould paint like Glixtone Fungi shield which doesn't allow mould to form and is worth the investment.

Some tenants will ask permission to decorate the property, remember that this is likely to make them feel more at home and "invested" and encourages a long term tenancy. On the other side, keep an eye on the colour scheme and quality of the work, because when they leave, you may have an expensive job returning it to neutral for the next tenants.

Some landlords say "no hanging pictures". Think carefully before asking people to live with blank walls. Better to prescribe the type of fixings you accept, i.e. a small nail not sticky tape, or provide fixings at appropriate points to enable them to hang their pictures of choice. This will feel more like home for them and encourage them to take care of your property.

Fitness for Habitation *

[The Homes \(Fitness for Human Habitation\) Act 2018 legislation](#) is designed to empower tenants to deal with substandard housing, to discourage landlords from omitting to provide, and instead maintain what they do provide.

The legal obligations for landlords under this act did not change at all, instead tenants were given more powers to deal with landlords who rent out properties which don't meet current standards. [The Landlord and Tenant Act 1985](#) is still the legislation which landlords must obey.

The Landlord and Tenant Act states that the landlord is responsible for the structure, external and internal, heating, plumbing, electrical wiring, water, drainage, ventilation, food preparation, storage areas, and windows and this cannot be devolved to a tenant.

If any of the 29 hazards set out [in Schedule 1 of the Housing Health and Safety \(England\) Regulations 2005](#) are evident when a local authority inspects, they can take immediate action from giving advice to closing the property down, depending on the severity of the issue and the danger it represents to occupiers.

Conducting Viewings

When advertising a property, it's unlawful to misrepresent it.* Disappointment is the last thing you want to see on a prospective tenant's face, but if they do take a property which has not been accurately represented, it can also give them the legal right to unwind the tenancy during the first month of occupation and reclaim the rent and deposit in full.

Photographs must be up to date and description accurate. * [The Consumer Protection \(Amendment\) Regulations 2014](#) cover how you can represent a property to let.

When there are existing tenants, landlords have no automatic right to do viewings, even if this is a term in the contract because of the tenant's legal right to "quiet enjoyment".* Tenants have the legal right to prevent anyone accessing the property unless there is an emergency and this includes changing locks and not providing the

landlord with a key, regardless of what the contract says on this. The original lock must be put back when they move out.

Most tenants are fair about allowing access, especially when landlords ask respectfully rather than making a demand and this is really vital when the landlord wants to conduct viewings to find new tenants. The viewing must be carried out at a time convenient to the existing tenant who also has the legal right to be present at the time.* If the tenant says no viewings until they have moved out, landlords must respect that. The same is true when the landlord wants to carry out an inspection or bring in a contractor, although in the case of contractors the tenant has a legal obligation to co-operate with repairs and statutory inspections like Gas Safety.*

If you or your agent want to take photographs, this too must be with the tenant's permission and they must be given the opportunity to remove personal items first, especially those which might identify them, like photographs.

GDPR*

The General Data Protection Regulations apply to most landlords. They determine and govern how you store and process the personal data of prospective and current tenants.

When you collect and store the personal information of your prospective tenant or tenants, landlords are required to become members of the [ICO \(Information Commissioner's Office\)](#) and pay an annual fee of £40.

If you use a letting agent, don't assume this makes you exempt. A letting agent can help you comply with GDPR from a paperwork perspective, but if you're storing any data about your tenant, you'll still need to register with the ICO and be compliant with the rules.

If you're GDPR compliant, you'll already be registered, and you'll have a good idea of how to treat your tenant's data. If you're a new landlord though or this is the first time that you're hearing about GDPR you'll need to make sure that you know how and why this applies to you, and how to safely process your tenant's data before you take a tenant on.

[The Protection and Digital Information Bill](#) which sets out the current proposal to reform UK GDPR law, has completed its readings in the House of Commons and is currently progressing through the House of Lords with the expectation that it will become law in spring 2024.

Once you've registered with the ICO and familiarised yourself with GDPR and data processing rules, you'll need to make sure that any tenancy agreement you use details how you'll process your tenant's data, usually in the form of a privacy notice. There is a template Privacy Notice available to members on the ICO's website.

When you send an application form to a prospective tenant, you should issue a privacy notice to include the fact that their information will be shared during referencing. If you do not offer that person the tenancy, you should delete all the details you have taken. Make sure the tenant receives a privacy notice before they provide any of their details, including their Right to Rent information.

Before Accepting Tenants

Once you've chosen a suitable candidate the next steps are crucial, and it is at this stage that seeds are sown which can grow into big problems after they have become tenants. Do not skip any of this and while gut feelings should never be ignored, they also should not be relied upon.

Right to Rent *

If the property you are renting out is in England, you need to conduct Right to Rent checks. If your property is based elsewhere, you can skip this step, but it is still advisable to request identification documents from prospective tenants and other information which verifies their identity.

Right to Rent checks must be carried out in England before a tenancy agreement is signed. You must carry out this check on all tenants over the age of 18 even if there is no tenancy agreement or the tenant is not named on the tenancy agreement. This check must be carried out indiscriminately and for every application that you are considering regardless of the tenant's ethnic origin.

For those who can produce these documents we simply need to take a copy of:

- A British passport (current or expired).
- An Irish passport or passport card (current or expired).

For those who cannot, we can accept two of the following:

- A certificate of registration or naturalisation as a British citizen.
- A current UK driving licence (full or provisional).
- A full birth or adoption certificate from the UK, Guernsey, Jersey, the Isle of Man or Ireland (listing at least one birth or adoptive parent).
- A letter from their employer giving their National Insurance or employee number and the employer's name, signature, and company address (dated within the past 3 months).
- A letter confirming they're enrolled to study, the course name and how long it lasts (from a UK further or higher education institution, dated within the past 3 months).
- Benefits paperwork from HMRC.
- A local authority, the Department for Work and Pensions (DWP) or Jobcentre Plus (dated within the past 3 months).

- A Disclosure and Barring Service (DBS) certificate from a criminal records check (dated within the past 3 months).
- Evidence the person is currently serving in the UK armed forces or has previously served.
- A letter from a private rented sector access scheme, confirming the address of the property it's helping the person rent from you (dated within the past 3 months).
- A letter from a British passport holder in an accepted profession who's known them for at least 3 months, with the professional's name, address, signature, passport number, profession, most recent work address, how long they've known the person and in what capacity (dated within the past 3 months).
- A letter confirming they're known to a UK government department or local authority, with the signature and work address of a named official (dated within the past 3 months).
- A letter from the UK police confirming that their passport or biometric residence permit was stolen, with the crime reference number (dated within the past 3 months).
- A letter confirming they've been released from prison within the past 6 months, with their date of birth (from HM, Scottish or Northern Ireland Prison Service).
- A letter confirming they're on probation, from their offender manager (dated within the past 3 months).

To check the right to rent of a person who isn't a British Citizen: [Check a tenant's right to rent in England: use their share code - GOV.UK \(www.gov.uk\)](#) This will change in February 2024.

You must also keep records of the documents you've checked and accepted to prove you've carried out this check. Failure to carry out these checks can result in unlimited

finances and prosecution. 12 months after the tenancy has ended, your copies of these documents must be destroyed.

Tenant Referencing

Tenant referencing isn't a legal requirement unless it is a condition of an HMO or Selective Licence in your area. Not referencing the prospective tenant is a foolish risk and often ends in an expensive and stressful eviction. There are several methods of referencing, including using a referencing service. Speak to the last but one landlord, the current landlord may not be 100% honest but the previous one has nothing to gain or lose.

You only need to ask 3 questions:

1. Was this person your tenant between (dates given).
2. Did they always pay their rent in full and on time.
3. Would you take them as a tenant again.

Don't question any further. If you cannot make a judgement from this information, you need to use a professional who can, and we should not put other landlords in a difficult position. While on this subject, if you are asked for a reference and the tenant was not a good tenant, you can either say: "I don't give tenants references" (which means not this tenant) or you can give the information above as if they had asked the questions. Do not disclose any more information nor enter into a discussion.

Ask for their Next of Kin's contact details, unfortunately tenants do become ill or even die while living in rented properties and it's important to know who to contact. This is also useful information to share with tracing agents should you need to trace them after they've left the property. Take details of their employer for the same reasons. NB Do not ever turn up at their place of work if you are having issues with

the tenant, causing them to lose their job has consequences, as does sharing information about their tenancy.

Ask to see the last three months' pay slips as evidence of earning or the last three months' bank statements. These tell a more complete tale, including affordability which often has less to do with what they earn than it does with their spending priorities. Take note of their National Insurance number.

Check their credit rating. The information you get from a credit check will differ by provider, but a typical check will reveal if the tenant has any CCJ's, whether they've committed fraud, and how reliable they are when it comes to paying their debts.

For those landlords letting to students or first-time tenants, you should carry out screening checks on the guarantor so you know that they can be trusted to pay for property damage or rental shortfalls on behalf of the tenant (should this be an issue).

Reducing the risk of rent arrears and costs of property damage: Some tenants will have no credit history and some no renting history in the UK and in these cases it's important not to simply refuse to accept them but to find a way which works for the landlord and the tenant. There are several legal options, but first, what cannot happen:

- A tenant cannot be asked for more than 5 weeks' rent as a deposit.*
- A tenant cannot be asked to pay the first and last month's rent in addition to a deposit – this would be classed as an additional deposit which is unlawful*
- Rent in advance can only be taken where the contract states that the rent is due on day one for the whole period and is not due again until the end of that period.*
- Rent cannot be taken in advance if the contract states that it is due monthly, for example, and where the tenant will be expected to make the

next payment while the advance rent is being held, this is a deposit and must be treated as such.

Guarantor

An option which works for many landlords, even where the tenant is a bog-standard applicant from the UK, is a UK home-owning Guarantor. If the guarantors are UK home owners, the landlord will be able to put a charge on their homes if they do not cover a claim. It's important to get the guarantee right.

The guarantee must be signed and dated before the tenancy contract is signed and dated otherwise the guarantor is not getting anything in return as the law requires, by signing then granting the tenancy, the guarantor is receiving a benefit. The guarantee should cover the rent and damages until the tenant leaves the property not just until the end of the tenancy.

The traditional method is taking a deposit which must be protected in a government approved scheme, and tenants must be given the certificate and Information for Tenants from the scheme within 30 days of making the payment.* Failure to do as the law requires can give rise to a compensation payment to the tenant of up to 3 times the amount of the deposit, it will also prevent a valid Section 21 being served until the full deposit is returned.

Before Moving Tenants In

Inventory and Condition Report

A full inventory and detailed condition report should be carried out and walked through with the tenant at move-in. It's good practice to give the tenant a few days to agree that this is accurate or report any discrepancies in writing/email and to be

clear that after the stated date it will be assumed that it is accurate, and the tenant needs to return a signed copy.

This document is very under rated and done correctly can save time and money, not only when making a claim against the tenant's deposit, but also as evidence of what was provided in the event that a tenant is hurt in the property and claims a defect caused the problem, or in more serious circumstances where a piece of furniture has been brought in by a tenant but is not up to Fire Safety in Furniture Regulations and has caused damage to health (or worse) in the event of a fire. But most of the time, it is vital to ensure that the deposit protection arbiters agree a claim.

In order to use the Inventory and Condition report as evidence to make a claim against the tenant's deposit, it must either be carried out by a third party, like an Inventory clerk or letting agent, or it must be signed by the tenant at the start of the tenancy.

Each item with working parts should be provided with a copy of the Manufacturers "In Use and Safety Instructions" so that the tenant is clear about how it should be used and doesn't damage it by accident. It is good practice to note the date a new item was bought. This will enable an accurate calculation of the loss of expected lifespan and therefore compensation. New for old cannot be claimed, only compensation for loss of years that it should have lasted. There is a very good [guide to life expectancy of household items](#) on the TDS website.

Meter Readings

Unless the rent is fully inclusive of utility bills with no 'Fair Usage' clause, you need to take meter readings on move in day and share them with the tenant as part of the Inventory. A photograph of the meter readings are the best method of recording them.

It's your decision whether you provide the tenant with the name of the current utility supplier and ask them to sign up or whether you do it on their behalf to make sure that they don't forget.

One utility which has different legislation to the others is water. This is the one service which cannot be withdrawn even if the bill is not paid and therefore the law allows the suppliers to chase the property owner for any outstanding amount. The only way a landlord can avoid being held responsible for a tenant's debt is to register each new tenant with the water supplier. This has been made easy via [Landlord Tap](#). Once a property is registered it's easy to update new tenants' details and, having done this, the landlord cannot be charged for any outstanding amount.

While it is good practice to register your new tenants and give readings to all utility suppliers, this doesn't mean that the tenant cannot choose an alternative supplier because this is a business relationship between the tenant and the supplier, and the landlord cannot interfere other than expecting to be informed and asked permission before fitting a payment meter. The landlord also cannot withhold the deposit pending being given meter readings for the same reason.

A visual inspection of the property must be carried out to ensure that there are no obvious issues with electric fittings like loose sockets or bulb holders. If there are, these must be fixed before the tenant is given access. The result of this inspection should be noted on the inventory.

Taps should be run slowly if the property has been empty for a while to ensure that water which has been sitting in the pipes is cleared and is not carrying bacteria. At the same time listening to hear that the water is running away as it should and that drainage pipes are clear. Toilets should be flushed with the lids down. All taps, pipes and drains must be in perfect working condition at the start of the tenancy and noted as checked on the inventory.

Smoke alarms and carbon monoxide alarms must be tested and demonstrated to the tenant at move-in.*

Insurances

It isn't a legal requirement for you to have landlord insurance, but standard insurance is unlikely to cover you if a tenant causes an issue, including a fire. Standard landlord insurances will pay out in the case of accidental damage, fire, theft, escape of water, storms, and other unforeseeable perils. importantly it will cover Public Liability which is often overlooked but is one of the most important risks to cover because the cost of a claim can run into the millions if someone is seriously hurt in your property and you are found to be negligent. Some will cover malicious damage caused by the tenant and is worth shopping around for. If you have an HMO or Selective licence this may be a condition.

If you have a mortgage on your property, your mortgage provider may insist that you have landlord insurance to provide financial protection against potential risks. Landlord insurance won't provide cover for your tenant's possessions, it also won't typically provide cover for late rental payments but there is separate insurance - Rent Guarantee Insurance - which will. Tenants can also be asked to buy Pet Insurance to cover any damage their permitted pets may cause.

Before your tenant moves in, make sure you have the coverage that you need and take note of any restrictions on the tenant type or referencing before you agree a tenancy. You can find out more in our [Landlord Insurance Guide](#).

Deposit and Deposit Protection *

There is no legislation which says that a deposit must be taken, it is entirely the landlord's decision unless it is a condition of a mortgage, insurance or local authority Licence. It will almost certainly be a condition of Rent Protection Insurance. If you do

decide to take deposits, there is law which covers every aspect of the process and which can cost you up to three times the amount if you fail to do what is required.

A holding fee* – sometimes called a holding deposit or retainer – can be no more than the equivalent of one week's rent, it can be held pending referencing etc., until the contract is signed at which point you are no longer holding the property for this person and the money must be refunded and become part of the first month's rent or the security deposit. If the property is not offered to the tenant for a reason which was outside of the tenant's control this money must be refunded in full. If the tenant backs out or has not given accurate information, which has caused the referencing to fail, this money can be withheld.

A Security deposit* of a maximum of 5 weeks' rent can be taken but it must be protected in a [government authorised scheme](#) and, within 30 days of the payment being received, the tenant must be given the protection certificate and prescribed information for tenants from the scheme. Each time a new contract is signed, even by the same tenant, the deposit protection scheme entry must be updated and if the insured option has been used, a new premium paid.

If, at the end of the fixed term, the tenancy rolls into a Statutory or contractual periodic tenancy, the scheme details must be updated to continue the cover but there isn't a fee to pay. The tenant must be given all updated documents at the time of the event. Failure to do any of this gives rise to the tenant being entitled to compensation of up to three times the amount of deposit paid and, unless the deposit is refunded in full, the no fault eviction process under Section 21 will not be available to the landlord, only a court order resulting in a hearing under section 8 can bring about an eviction.

Some landlords are now moving beyond traditional deposits and using [zero deposits](#) which work more like insurances. You can't insist that a tenant uses a zero-deposit model, you have to give them a choice between a zero deposit and a traditional deposit.

With a zero deposit, the tenant pays a non-refundable fee to the zero-deposit scheme, the landlord can then claim against the scheme for things that would usually be covered by the deposit at the end of a tenancy, like property damage. The scheme will then recover the cost from the tenant via court action if necessary.

Zero deposit schemes are popular among tenants who struggle to find an up-front deposit and these schemes are often faster and less hassle for the landlord, but it's important to make clear that they will not get the fee back and may also be chased for claims made with the scheme by the landlord.

Clean the Property

It is unlawful for landlords to include a clause in the tenancy agreement stating that the property must be cleaned by a professional company at the end of the tenancy. It can say: "to a professional standard" but it can't force the tenant to pay a professional. Allowances must be made for fair wear and tear, but the tenant is expected to hand the property back in a clean condition if it was listed as clean on the check in inventory.

The inventory should be put together by an independent inventory clerk. If you or the letting agency are conducting the inventory it should be accompanied by time stamped photographs to ensure the recorded details are unbiased.

If you choose to do it yourself, make certain that the tenants sign at check in and check out.

Gas Safety*

If your property has a gas installation, you'll need to provide a Gas Safety Certificate to your tenant before they move into the property.

If you don't provide a (valid) Gas Safety Certificate at the start of the tenancy, you can be prevented from serving the tenant a Section 21 at the end of the tenancy. Continued failure to carry out a Gas Safety Check can result in prosecution. Gas Safety inspections should be carried out annually and new certificates provided to tenants within 28 days. If a boiler is changed, this triggers a notification to Building Control of the local authority, and this notification must also be given to the tenant as above.

Both certificates should also be put on the Notice Board in an HMO.

Electrical Safety*

Electrical Inspections (EICR) must be carried out before a tenant moves in and then every 5 years unless the engineer has noted an early date on the report. A copy must be given to the tenant before move-in and within 28 days of a new inspection being carried out. A copy should also be put on the Notice Board in an HMO.

How to Rent Guide*

This section only applies if you are renting property out in England. If your property is in Wales or Scotland, you don't need to provide this information to tenants.

Since October 1st, 2015 landlords have been required to give tenants a copy of the "How to rent: the checklist for renting in England" booklet at the outset of any new tenancy. This booklet must also be provided whenever the tenancy is renewed. Failure to provide this booklet to a tenant can prevent you from serving a Section 21 notice to your tenant later if you need to.

If you have permission to email your tenants, you can send this to them by email as a PDF. Many landlords and letting agents include this in the tenancy agreement so that

it can be signed and initialled at the same time as the agreement to prove that the tenant has received it. A tenant cannot be sent a link.

The government updates the guide from time to time, so you'll need to make sure you are providing the tenant with the most up to date version. You can find the [latest version of the how to rent guide on the government website](#).

Landlord Contact Details*

Tenants must be given an address, in England or Wales, where notices can be served on the landlord. A letting agent works on your behalf, but you cannot devolve your legal responsibilities to the agent. If the tenant makes a written request, the agent must provide the information within 21 days.

Tenancy Agreement

Supplying your tenant with a tenancy agreement isn't actually a legal requirement but not doing this leaves both you and the tenant unprotected. So many things can go wrong when renting and without a tenancy agreement neither party has much recourse to rectify issues.

Unless the tenancy is something else, like a lodger agreement, the law will define it and it will usually be defined as an Assured Shorthold Tenancy (AST) in England and in Wales they are Occupation Contracts.

<https://www.gov.uk/government/publications/model-agreement-for-a-shorthold-assured-tenancy>

[Renting homes: forms for landlords | GOV.WALES](#)

The tenancy agreement is a contract that governs the core principles of the agreement between the landlord and tenant including obligations on each party. The tenancy agreement also contains details of any rent payments, notice periods, terms for ending a tenancy, and details about the deposit including how much is required and the circumstances in which the landlord can deduct from the deposit. The tenancy agreement may have terms which are not legally enforceable even where the tenant has signed the contract. It's important only to use a contract which would stand up in court and for this reason most landlords use a contract provided by a credible source.

Landlord Vision customers can use an unlimited number of free tenancy agreements which can be found in the legal document centre in Landlord Vision, but you can also download copies from various other credible sources.

Council Tax

If you're renting a property with bills included in the rent, this section won't apply to you.

Best practice is for the landlord to inform the council tax department, by email, each time a tenant changes and to give the landlord's address for the bills when there is a void. When the contract says that at the end of the fixed term the tenancy will continue on a monthly contractual periodic basis, the tenant will remain responsible until they actually leave the property. Where that clause isn't there, the tenant may claim that the tenancy ended at the end of the fixed term and the landlord will be charged for the council tax until a new tenant is registered with them.

From January 2024 VOA will no longer be able to band an HMO room for separate council tax and the bill for the whole building will become the responsibility of the landlord.

Welcome Pack

The tenant welcome pack is not a legal requirement, but many landlords use a welcome pack to communicate key information about the property to the tenant. If you have a standardised process or set of documents that you send out in a welcome pack to the tenant it can act as a reminder, but unless the tenant signs for each document, it cannot be relied upon to meet all your obligations, like including a copy of the Gas and Electric Safety certificates. If you include those documents, be certain to give this to the tenant before they move in and get a dated signature.* Aside from regulatory pieces of paperwork, the welcome pack can (and should) include information like what the latest meter readings are, where the bins are situated (and any specific rules for them), details of recycling collections, day of collection, etc.

You will also need to make sure your tenant knows who to contact in case of an emergency and also for day-to-day issues. It's good practice to ask them to contact you only Monday - Friday during office hours unless there is an emergency. If letting the property via a fully managed agent service, landlords should not encourage tenants to contact them directly unless there is an emergency.

You should provide the tenant with a copy of the manufacturers 'In use and Safety Instructions' for any appliances provided. These can be included in a welcome pack but should also be noted in the Inventory. This isn't a legal requirement but it means your tenant will know how to use and care for the appliances in the property, and you have the right to expect them to follow those instructions, therefore they can be charged for damage caused by misuse.



LV
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Book a Demo

The advertisement features a central image of a man in a dark suit and light blue shirt walking on a train platform, looking at his smartphone. To the left is a green vertical banner with the LandlordVision logo and tagline. To the right is a white dashboard with various charts and graphs, overlaid on a green background. An orange button with the text 'Book a Demo' is positioned at the bottom right of the dashboard area.



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