



FREE GUIDE FOR LANDLORDS

Letting in England

Last reviewed 1 October 2026

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Letting in 2026

01

About this guide

This guide is for anyone letting a home privately in England, whether it's your first let or you've been a landlord for years, under the rules that came into force on 1 May 2026.

It covers assured periodic tenancies, the standard private tenancy since the Renters' Rights Act took effect. That includes most homes let through an agent or directly, and shared homes let room by room. It doesn't cover lodgers living in your own home, holiday lets, purpose-built student halls, or homes where the rent is over £100,000 a year.

The Act changed how tenancies start, run and end, and many landlords' existing agreements switched over to the new rules automatically. This guide explains what you need to do at each stage, from preparing the property to ending a tenancy. It is general information, not legal or tax advice, so for your own situation check GOV.UK or speak to a professional.

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The Renters' Rights Act at a glance

The Renters' Rights Act 2025 is the biggest change to letting in England for decades. Its main changes came into force on 1 May 2026, and existing tenancies switched over to the new rules automatically.

	BEFORE 1 MAY 2026	NOW
Tenancies	Usually a fixed term, often 6 or 12 months	Rolling (periodic), with no end date
Ending a tenancy	A “no-fault” Section 21 notice was available	Section 21 is abolished. You need a legal reason, called a ground, under Section 8
Tenants leaving	Usually tied in until the fixed term ended	Tenants can leave with two months' notice at any time
Rent increases	Set by the tenancy agreement	Once a year at most, using Form 4A with two months' notice
Rent in advance	Could be several months	No more than one month, and only after signing

Advertising	Offers above the asking rent were common	You must state a rent and can't accept offers above it
Pets	Up to the landlord	You must answer a request within 28 days and can't refuse unreasonably

Regaining possession

You can still end a tenancy, but only for a reason set out in law, such as selling, moving in yourself or a close family member, serious rent arrears or anti-social behaviour. Selling and moving in can't be used during the first 12 months of a tenancy, need four months' notice, and stop you re-letting or re-advertising the home for 12 months afterwards. Tenants, in turn, can leave whenever they need to by giving two months' notice in writing, so it pays to keep good tenants happy.

Rent

Rent can go up only once a year, and not in the first 12 months. You must use the formal notice (Form 4A) and give at least two months' warning, and a tenant who thinks the new rent is above the market rate can challenge it at the First-tier Tribunal. Rent review clauses in tenancy agreements no longer apply. Bidding wars are banned, and no rent can be taken before the tenancy agreement is signed, then no more than one month in advance.

Fair treatment

Tenants can ask to keep a pet, and you must reply within 28 days and can't refuse without a good reason. You can't turn someone away because they have children or receive benefits, though you can still check that a tenant can afford the rent. Every tenant must also be given the government's Renters' Rights Act Information Sheet; for tenancies that began before 1 May 2026, that was due by 31 May 2026.

Stronger enforcement

Councils have new powers to investigate and can fine landlords and agents up to £7,000 for a first breach of many of the new rules, rising to £40,000 or prosecution for serious or repeated breaches. Tenants can claim back up to two years' rent through a rent repayment order for certain offences, and councils can now fine landlords directly for illegal eviction.

Still to come

A national database of private landlords is rolling out region by region from late 2026, and every landlord will have to register themselves and their properties. A landlord ombudsman is expected to be compulsory for landlords from 2028. The government also plans to apply the Decent Homes Standard to private rented homes (proposed for 2035 or 2037), to extend Awaab's Law on fixing hazards such as damp and mould to private renting, and to raise the minimum energy rating for rented homes to C by 2030. Timings for these are still being consulted on.

Before the tenancy

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Preparing to let

A well-prepared property lets faster, attracts better tenants and keeps you on the right side of the law.

Permissions and insurance

Before you advertise, check that your mortgage allows letting, or ask your lender for consent to let. If you own a flat, check the lease and get the freeholder's consent if it's needed. Tell your insurer, because a standard home policy usually won't cover a let property, and arrange landlord insurance that covers the building and your liability. Some landlords also take out rent guarantee or legal expenses cover.

Licensing and registration

Check with your council whether the property needs a licence. Larger houses in multiple occupation always do, and many councils, including several in London, run additional or selective licensing schemes covering smaller shared homes or every rented home in an area. Letting without a required licence can lead to heavy fines and rent repayment orders. The new private rented sector database is rolling out region by region from late 2026; once it covers your area, you'll need to register yourself and your property before marketing it, and from 2028 you'll also need to belong to the landlord ombudsman.

Getting the property ready

Make sure the home is clean, safe and in good repair, with the safety certificates in place (see the next chapter). Decide whether you'll let it furnished or unfurnished; any furniture you supply must meet the fire safety regulations and carry the right labels. Carry out a legionella risk assessment of the water system, which for most homes is a simple check. Then arrange a detailed inventory with photos, so you can show the property's condition at the start of the tenancy.

Your legal obligations

Landlords in England must meet strict safety and legal requirements. Missing one can lead to fines and stop you regaining possession.

Gas safety	A Gas Safe registered engineer must check gas appliances every year, and tenants must be given a copy of the record.
Electrical safety	An Electrical Installation Condition Report (EICR) at least every five years, with a copy for tenants.
Alarms	A smoke alarm on every storey used as living space, and a carbon monoxide alarm in any room with a fixed fuel-burning appliance such as a boiler or wood burner (gas cookers excepted), all working on the first day and repaired when reported.
Energy rating	An Energy Performance Certificate rated E or above. The government plans to raise this to C by 2030.
Deposit	Protected in a government-approved scheme within 30 days, with the required information given to tenants.
Right to Rent	Every adult tenant checked before the tenancy agreement is signed.
Written terms	The key terms of the tenancy in writing, with the government's information sheet for tenants.
Repairs and hazards	Keep the structure, services and installations in repair and the home free from serious hazards and fit to live in.
Licensing	A council licence for houses in multiple occupation and in selective licensing areas.
Fair treatment	No discrimination against tenants with children or on benefits, and reasonable adjustments considered for disabled tenants.

Councils can now fine landlords up to £7,000 for a first breach of many of these rules and up to £40,000 for serious or repeated breaches, and tenants can claim back up to two years' rent for certain offences.

Setting the rent and finding a tenant

Since 1 May 2026, there are new rules on how properties are advertised and let.

Setting the rent

Base the rent on what similar homes nearby have actually let for, not just asking prices. A realistic rent lets faster and reduces empty weeks, and because tenants can now challenge an increase at the tribunal, starting at a fair market level matters more than ever. You must state the rent in your advert, and you can't ask for, encourage or accept offers above it, so bidding wars are no longer allowed.

Advertising and viewings

Good photos, an accurate description and floor plan, and the property's energy rating all help an advert stand out, and the EPC must be available to anyone interested. Once the database is live in your area, you'll need to be registered before you advertise. Arrange viewings at reasonable times and give the current tenant at least 24 hours' written notice if they're still living there.

Choosing a tenant fairly

You can't refuse tenants, or say in an advert that you won't consider them, because they have children or receive benefits. You can still check that they can afford the rent, and you should treat each applicant on their merits. Referencing usually covers identity, income and employment, previous landlords and credit history, and you may ask for a guarantor if a tenant's income or history doesn't meet your criteria. You can't charge the tenant for referencing.

Right to Rent

Before the tenancy agreement is signed, you or your agent must check that every adult who will live in the property has the right to rent in England, by seeing their original documents or using the Home Office online checking service, and keep a copy. If someone has a time-limited right to rent, you must check again before it runs out. Letting to someone without the right to rent can lead to a fine for each occupier.

What you can charge

Under the Tenant Fees Act 2019, landlords and agents in England can only charge tenants the payments the law allows. Anything else is banned.

Rent	The advertised rent, with no more than one month in advance, taken only after the tenancy agreement is signed.
Holding deposit	Refundable, up to one week's rent, to reserve the property while checks are done.
Tenancy deposit	Refundable, up to five weeks' rent, or six weeks if the annual rent is £50,000 or more.
Changing the tenancy	A small fee capped by law, or reasonable costs if these are higher, when the tenant asks for a change.
Leaving early	If a tenant asks to leave without giving the full notice, no more than the rent you lose as a result.
Breaking the agreement	Compensation if the tenant breaks the tenancy agreement, for example for damage to the property.
Bills	Utilities, council tax, TV licence and broadband or phone, where the tenancy says the tenant pays them.
Lost keys	The reasonable cost of replacing keys or security devices, with evidence.
Late rent	Interest on rent more than 14 days late, at a rate capped by law.

You can't charge for viewings, referencing, admin, setting up or renewing a tenancy, or check-in and check-out, and you can't require a tenant to buy a service, such as insurance, as a condition of renting. Charging a banned fee can lead to a fine from the council, an order to repay it, and it can stop you regaining possession until it's returned.

Starting the tenancy

Getting the paperwork right at the start protects you for the whole tenancy, and some mistakes can stop you regaining possession later.

Holding deposits

If you take a holding deposit, you and the tenant normally have 15 days to agree the tenancy, unless you both agree another date in writing. It must then be refunded within 7 days or put towards the rent or deposit. You can only keep it if the tenant gives false or misleading information, fails a Right to Rent check, pulls out, or doesn't take reasonable steps to agree the tenancy, and you must explain in writing why you're keeping it.

Written terms and information

Every tenancy must now be in writing and set out the required terms, including the rent, the deposit, who pays which bills, and the landlord's address for notices. Before or at the start of the tenancy, give the tenant the Renters' Rights Act Information Sheet 2026, a copy of the gas safety record, the Electrical Installation Condition Report and the Energy Performance Certificate. Keep a record of what you gave and when.

Moving-in day

Go through the inventory and check-in report with the tenant, or ask them to check it and return it with any comments within a few days. Make sure the smoke and carbon monoxide alarms work, take meter readings, explain how the boiler and heating work and where the stopcock and fuse box are, and hand over keys for every lock. Tell the council and the utility suppliers the tenant's name and moving-in date.

Deposits

A deposit gives you security against damage and unpaid rent, but only if it's handled exactly as the law requires.

Within 30 days of receiving a deposit, you must protect it in one of the three government-approved schemes, the Deposit Protection Service, mydeposits or the Tenancy Deposit Scheme, and give the tenant the scheme's prescribed information. Schemes are either custodial, where the scheme holds the money for free, or insured, where you or your agent keep the money and pay a fee to the scheme. If you don't protect the deposit properly, a tenant can take you to court and may be awarded up to three times the deposit, and you won't be able to get a possession order except for anti-social behaviour.

At the end of the tenancy, compare the property against the check-in inventory and check-out report. You can deduct for unpaid rent and bills, damage, missing items and cleaning beyond the standard at the start, but not for fair wear and tear: the natural deterioration that comes with everyday living. Tell the tenant what you want to deduct and why, with evidence. Once you've agreed the amount, the deposit must be returned within 10 days. If you can't agree, the scheme offers a free, independent dispute service, and the decision will rest on your evidence, so dated photos, receipts and a clear inventory are essential.

PART THREE

During and after the tenancy

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Managing the tenancy

Good management keeps your property in good condition, keeps tenants for longer and protects your rental income.

Visits and inspections

Your tenant has the right to live in the home undisturbed. Give at least 24 hours' written notice before visiting for inspections or repairs, at reasonable times, and only enter without permission in a genuine emergency. Regular inspections, often every three to six months, help you spot problems early. Make a note of what you find, with photos.

Keeping on top of compliance

Diary the renewal dates for the gas safety check, which is due every year, and the electrical report, every five years at least, and give tenants copies each time. Keep the alarms working, renew any licence before it expires, and keep your insurance up to date. Keep records of rent, repairs, correspondence and notices; if you ever need to go to court, these will matter.

Rent arrears

If rent is late, contact the tenant early and find out why. Many problems can be solved with a repayment plan, and tenants may be able to get help with their rent through Universal Credit or their council. Put any agreement in writing. If arrears continue, take advice before serving notice, because the rules on grounds and notice periods are strict.

Rent increases and pets

Two of the most common requests during a tenancy now have clear rules.

Rent increases

You can raise the rent only once a year, and not during the first 12 months of a tenancy. You must use a formal Section 13 notice (Form 4A) and give at least two months' notice of the new rent, which should reflect the open market. Clauses in tenancy agreements that set automatic increases no longer apply, though you and the tenant can still agree a new rent informally.

If the tenant thinks the proposed rent is more than the home would let for on the open market, they can apply to the First-tier Tribunal before it starts. The tribunal decides the market rent, but it can't set it higher than you proposed, any increase won't be backdated, and in cases of hardship it can delay the start of the new rent by up to two months. Evidence of comparable rents nearby will help your case.

Pets

If a tenant asks in writing to keep a pet, you must reply within 28 days. You can ask for more information, which may extend this by 7 days. You can't refuse unreasonably. Good reasons might include the home being too small for the animal, someone in the building being allergic, or the lease of a flat banning pets; simply not liking pets is not. If you agree, you can set reasonable conditions, and the deposit can be used for any damage the pet causes.

Repairs, damp and hazards

Repairs are one of your main legal responsibilities, and dealing with them quickly protects the property and keeps tenants happy.

You're responsible for keeping the structure and exterior in repair, along with the water, gas and electricity supply, heating and hot water, sinks, baths, toilets and drains, and any appliances and furniture you provide. The home must also be fit to live in and free from serious hazards. Respond to repair requests promptly, and straight away for anything affecting health or safety, such as a gas leak, a dangerous electrical fault or a major water leak.

Damp and mould are among the most common problems. Condensation can be reduced by good ventilation and heating, but persistent damp is often caused by leaks, poor insulation or faulty extractor fans, which are yours to fix. The government plans to extend Awaab's Law, which sets deadlines for investigating and fixing hazards like damp and mould, to private renting, with the timetable still to be confirmed.

If a tenant complains to the council, it can inspect the property using the Housing Health and Safety Rating System and order you to fix serious hazards, with fines and prosecution if you don't. Tenants can also take you to court if the home isn't fit to live in, and the court can order repairs and compensation.

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Ending a tenancy

Section 21 “no-fault” notices were abolished on 1 May 2026. To end a tenancy you now need a legal reason, known as a ground, and must follow a strict process.

You start by serving a Section 8 notice that names the ground or grounds you're relying on, using the government's prescribed form. How much notice you must give depends on the ground. The most common are below.

REASON	NOTICE
Selling the home	4 months. Can't be used in the first 12 months of a tenancy.
You or close family moving in	4 months. Can't be used in the first 12 months.
Serious rent arrears	4 weeks. At least three months' rent owed (or 13 weeks if paid weekly) when notice is given and at the hearing.
Other rent arrears or repeated late payment	4 weeks. The court decides whether eviction is reasonable.
Breach of the tenancy terms or damage	2 weeks. The court decides whether eviction is reasonable.
Anti-social or criminal behaviour	Court proceedings can start immediately.

If you end a tenancy to sell or move in, you can't re-let or advertise the home for rent for 12 months afterwards. Misusing a ground, such as claiming to sell and then re-letting, can lead to fines and rent repayment orders.

Going to court

If the tenant doesn't leave when the notice ends, you must apply to court for a possession order. The court won't grant one if the deposit wasn't protected properly, except for anti-social behaviour, or, once the database is live, if you aren't registered. Only court-appointed bailiffs can remove a tenant, after an order and a warrant. Changing the locks, removing belongings, cutting off utilities or pressuring a tenant to leave is illegal eviction, a criminal offence that councils can now fine for directly.

When the tenant gives notice

Tenants can end the tenancy at any time with two months' notice in writing. Arrange a check-out inspection against the inventory, agree any deposit deductions, take final meter readings and collect every set of keys. Getting notices right matters, because a mistake can mean starting again, so take advice before serving one. If you're thinking of selling rather than letting again, we can talk you through your options.

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Landlord tax basics

Rental profit is taxed as income, so it pays to keep good records.

You pay Income Tax on your rental profit: the rent you receive minus allowable expenses such as letting fees, repairs, insurance and ground rent. Mortgage interest isn't deducted as an expense; instead you get a tax credit at the basic rate. From April 2027, property income in England, Wales and Northern Ireland will be taxed at its own rates, slightly higher than the usual Income Tax rates, and the mortgage interest credit will rise to match.

Making Tax Digital for Income Tax applies to landlords whose combined income from property and self-employment is over £50,000 from April 2026, over £30,000 from April 2027 and over £20,000 from April 2028. If you live abroad, the Non-Resident Landlord Scheme applies, and your letting agent or tenant may need to deduct tax from the rent. Tax rules can be complicated, so we recommend speaking to an accountant.

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Letting with SoleMove

If you'd rather not handle everything yourself, we can help at every stage.

First, we appraise your property. We visit and appraise your property, tell you what it could let for, and you decide which of our services suits you.

Then, we find your tenant. We advertise your property online and conduct accompanied viewings in person, so you don't have to.

Finally, we get them moved in. We reference your tenants, collect the deposit and arrange the move-in date.

To book a market appraisal, or to talk through letting or managing your property, call us on 0203 488 4633 or email info@solemove.co.uk.

Checklists, jargon and contacts

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Checklists

Tick these off as you go.

Before you let

- ☐ Mortgage lender's consent to let, and the freeholder's consent for a flat if needed
- ☐ Landlord insurance in place
- ☐ Council licence, if your property or area needs one
- ☐ Registered on the landlord database, once it covers your area
- ☐ Energy Performance Certificate rated E or above
- ☐ Gas safety check by a Gas Safe registered engineer
- ☐ Electrical Installation Condition Report (at least every five years)
- ☐ Smoke alarm on every storey, and carbon monoxide alarms where needed
- ☐ Furniture meets fire safety rules, and legionella risk assessed
- ☐ Rent set at a realistic market level and stated in the advert

Starting the tenancy

- ☐ Right to Rent checks for every adult, with copies kept
- ☐ Holding deposit no more than one week's rent, and refunded on time
- ☐ Written tenancy terms signed before any rent is taken
- ☐ No more than one month's rent in advance
- ☐ Information Sheet, gas safety record, EICR and EPC given to the tenant
- ☐ Deposit protected within 30 days, with the prescribed information given
- ☐ Inventory and check-in report agreed, meter readings taken

Each year

- ☐ Gas safety check renewed and a copy given to the tenant
- ☐ Alarms tested and inspections carried out with 24 hours' notice
- ☐ Licence, insurance and electrical report dates checked

- ☐ Any rent increase made with Form 4A and two months' notice
- ☐ Rental income and expenses recorded for your tax return

Ending a tenancy

- ☐ Take advice before serving a Section 8 notice
- ☐ Right ground used, with the right notice period
- ☐ Check-out inspection against the inventory
- ☐ Deductions agreed and the deposit returned within 10 days of agreement
- ☐ Keys, final meter readings and forwarding address collected

16

Jargon buster

Common letting terms in plain English.

Assured periodic tenancy	The standard private tenancy in England since 1 May 2026. It rolls on month to month with no fixed end date.
Consent to let	Your mortgage lender's permission to let a home bought with a residential mortgage.
Discretionary ground	A ground where the court decides whether eviction is reasonable, such as smaller arrears or breaking the tenancy terms.
EICR	Electrical Installation Condition Report. An electrical safety check needed at least every five years.
EPC	Energy Performance Certificate. A rental home needs a rating of E or above.
Fair wear and tear	Normal deterioration from everyday use, which can't be deducted from a deposit.
First-tier Tribunal	The independent tribunal that can decide whether a proposed rent increase is above the market rent.
Gas safety record	The yearly check of gas appliances by a Gas Safe registered engineer.
Ground for possession	A legal reason you can rely on to end a tenancy, such as selling, moving in, or serious rent arrears.

Guarantor	Someone who agrees to pay the rent, or the cost of damage, if the tenant can't.
HHSRS	Housing Health and Safety Rating System. How councils assess hazards such as damp, cold or fire risk in a home.
HMO	House in multiple occupation: a home shared by several tenants from different households. Often needs a council licence.
Holding deposit	A payment of up to one week's rent to reserve a property while checks are done.
Information Sheet	The government's Renters' Rights Act Information Sheet 2026, which you must give tenants. It replaced the old How to rent guide.
Inventory and check-in report	A record of the property's condition and contents at the start of the tenancy, used to agree any deposit deductions at the end.
Landlord ombudsman	A free complaints service for private tenants that all landlords will have to join, expected from 2028.
Making Tax Digital	HMRC's system for keeping digital records and sending quarterly updates, phasing in for landlords from April 2026.
Mandatory ground	A ground where the court must grant possession if you prove it, such as selling or serious rent arrears.
Prescribed information	The details about the deposit and its protection scheme that you must give the tenant within 30 days.
PRS database	The new national register of private landlords and their properties, rolling out from late 2026.
Referencing	Checks on a tenant's identity, income, employment, previous landlords and credit history.
Rent repayment order	An order that can make a landlord who breaks certain rules repay up to two years' rent.
Right to Rent	The check that every adult tenant has the right to rent in England.
Section 13 notice (Form 4A)	The formal notice you must use to increase the rent, at most once a year.
Section 21	The old "no-fault" eviction notice. Abolished from 1 May 2026.
Section 8	The notice you now use to end a tenancy, based on a legal reason (a "ground").

Selective licensing	A council scheme requiring every privately rented home in a chosen area to have a licence.
Tenancy deposit	Money held against damage or unpaid rent. Capped at five weeks' rent (six if the annual rent is £50,000 or more) and protected in a government-approved scheme.

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Useful contacts

Renting out your property	gov.uk/renting-out-a-property
Guide to the Renters' Rights Act	gov.uk (search "Guide to the Renters' Rights Act")
Grounds for possession guidance	gov.uk (search "grounds for possession guidance")
Right to Rent checks	gov.uk/check-tenant-right-to-rent-documents
Deposit Protection Service	depositprotection.com
mydeposits	mydeposits.co.uk
Tenancy Deposit Scheme	tenancydepositscheme.com
Gas Safe Register	gassaferegister.co.uk
Electrical Safety First	electricalsafetyfirst.org.uk
Legionella guidance (Health and Safety Executive)	hse.gov.uk/legionnaires
Licensing: your local council	gov.uk/find-local-council
Paying tax on rental income	gov.uk/renting-out-a-property/paying-tax
Making Tax Digital for Income Tax	gov.uk (search "Making Tax Digital for Income Tax")
Non-Resident Landlord Scheme	gov.uk (search "Non-Resident Landlord Scheme")
The Property Ombudsman	tpos.co.uk
Property Redress Scheme	theprs.co.uk



We're here to help

Whether you're letting for the first time or want help managing a property, our team in Colliers Wood is happy to talk it through.

VISIT US	CALL	EMAIL
104 High Street, Colliers Wood London SW19 2BT	0203 488 4633	info@solemove.co.uk

This guide is general information about letting a property in England, last reviewed on 1 October 2026 against GOV.UK guidance. It isn't legal, tax or financial advice. Rules change, so check GOV.UK or take professional advice about your own situation.

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