

Factsheet 63

Finding private rented accommodation

June 2023

About this factsheet

This factsheet has information about finding private rented accommodation, including letting agencies, property viewings, and things to think through before signing a tenancy agreement.

Information about accommodation rented from the local authority or a housing association can be found in factsheet 8, *Council and housing association housing*.

Information about your rights as a tenant can be found in our factsheets on preventing evictions, rents, and home improvements and repairs.

The information in this factsheet is applicable in England only. If you are in Wales, Scotland or Northern Ireland, please contact Age Cymru, Age Scotland, Age NI for information applicable to those nations. Contact details can be found at the back of the factsheet.

Contact details for any organisation mentioned in the factsheet can be found in the *Useful organisations* section.

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1 Introduction

The private rented sector offers some advantages and may be a good option if you are unable to access social (local authority or housing association) housing or buy a property. The main advantage is you may be able to find a home quickly and in a location of your choice.

However, private renting generally offers much less security of tenure than social housing or owning your own home. This means it can be easier to evict you and require you to leave the property.

Most private landlords grant assured shorthold tenancies, which can be ended on a '*no fault*' basis after six months, or at the end of a longer fixed term. No fault means the landlord does not have to have a good reason for wanting to evict you.

Note

Some private landlords offer longer or more secure tenancies, for example in newly built blocks of flats or private rented sheltered accommodation. It may also be possible to negotiate a tenancy with a longer fixed term, see section 5 for more information.

Private rents are often higher than social rents and Universal Credit or Housing Benefit may not always cover all the rent.

Private landlords and letting agents should not have a blanket policy of refusing to consider applications from those in receipt of benefits.

You may have difficulty persuading a private landlord to carry out necessary repair work. You may find it difficult to obtain their permission if you need to carry out any adaptations or alterations to the property.

You may have to move frequently. If you are a social tenant or a homeowner, think very carefully about giving up this security to move to private rented accommodation.

See factsheet 68, *Preventing evictions*, for information about different types of private tenancy; factsheet 8, *Council and housing association housing*, for social housing and transferring homes; and factsheet 67, *Home improvements and repairs*, for rights to repairs in rented housing.

2 How to Rent: the checklist for renting

How to Rent is a checklist for private tenants and people looking to rent privately, produced by the Department for Levelling Up, Housing & Communities. It includes information on:

- what to look out for before renting
- your rights and responsibilities in a rented home
- what happens at the end of a tenancy
- what to do if things go wrong.

If you were granted an assured shorthold tenancy on or after 1 October 2015, your landlord cannot bring your tenancy to an end on a ‘*no fault*’ basis if you have not been provided with a copy of the checklist.

They can, however, give you a copy at any point during the tenancy, so long as they provide the current version of the checklist. In that case, they can still end the tenancy on a ‘*no fault*’ basis.

If your landlord renews your tenancy, they only need to provide a further copy of the checklist if there has been an update since the tenancy was first granted. This also applies if the fixed term of your tenancy ends and you remain in the property without a new tenancy being granted.

It is a good idea to obtain your own copy before signing an assured shorthold tenancy, see www.gov.uk/government/publications/how-to-rent

3 Where to find private rented accommodation

To find private rented accommodation, you can:

- use a letting agency
- look for advertisements, for example in a local newspaper or in a community centre, library, or shop
- place an advertisement yourself

- look online – popular websites include Zoopla, Rightmove, and Spareroom. If you are not online, try your local library
- ask your friends or family if they know of any rooms or places to rent
- contact your local authority housing options service – they may be able to help if you have trouble finding a property because you claim Universal Credit or Housing Benefit or cannot afford up-front costs (see section 8).

Do not rent a property directly from an existing tenant. This is known as ‘*subletting*’ and the tenant might not have the landlord’s permission to rent to you.

4 Viewing the property

Before accepting a tenancy, always view the property and explore the local area. Go with a friend if you can or let somebody else know where you are going. If possible, visit the area after dark to see how comfortable you feel about going out in the evening.

Check transport links and think about how easy it would be to maintain your existing routine, for example attending appointments, getting to work, and seeing friends or family. If moving to a different area, think about the impact on any services you receive, for example will you have to register with another GP and what happens to your care package?

Check how safe and secure the accommodation is, the state of repair, and how easy it is to keep it warm. If it is shared accommodation, try to talk to other tenants to see if you get on with them.

If you are interested in renting a property, the landlord must give you a copy of the Energy Performance Certificate, which gives you an idea how energy efficient it is. These figures are estimates based on average energy bills and do not take account of the costs of running appliances like fridges and TVs.

Gas equipment provided by your landlord, like cookers or fires, must have an annual safety check by a Gas Safe-registered gas engineer. You must be given a copy of the most recent certificate, dated within the last 12 months, before moving in. There are similar rules on electrical safety.

For more information, see factsheet 67, *Home improvements and repairs*.

5 Tenancy agreements and lengths

Unless a tenancy is granted for a fixed term of three years or more, it can be created orally (i.e. by spoken agreement).

This means you can have a tenancy without having a written agreement, although most reputable landlords draw up a written agreement and give you a copy. Keep this safe, as it is much harder to enforce rights agreed between you and the landlord without a written document.

Unless moving into a licensed property, you do not have a right to a written agreement. You do have a right to know the name and address of your landlord. Request this information if you have not been given it, as it may be important if there are disputes in the future.

Assured shorthold tenancies can be either fixed term or '*periodic*'. Periodic tenancies do not have fixed terms, but instead roll on from week to week, month to month or year to year.

Private landlords often grant assured shorthold tenancies with a fixed term of six months or a year. If you stay in the property at the end of the fixed term and no new tenancy is granted, the tenancy continues as a '*statutory periodic*' tenancy.

The landlord can then use the no fault procedure to evict you, meaning they do not have to give the court a good reason for wanting to evict.

It is possible for landlords to grant assured shorthold tenancies with shorter fixed terms, but you cannot be evicted on a no-fault basis until six months have passed since the tenancy was granted. The same applies for assured shorthold tenancies that were periodic from the outset.

You may be able to negotiate a tenancy with a longer fixed term, giving you security against no fault eviction for a longer period. The government has a model tenancy agreement which you can suggest the landlord uses.

This includes terms which should encourage the use of longer tenancies, for example the landlord can review the rent on an annual basis and can still end the tenancy early in certain circumstances:

www.gov.uk/government/publications/model-agreement-for-a-shorthold-assured-tenancy

Think about your rights under the agreement too, and what would happen if you needed to leave the tenancy early. See factsheet 68, *Preventing evictions*, for more information on tenancy types.

6 Before moving in

Before signing a tenancy agreement, read it carefully and ask about anything you do not understand. It should include:

- the type of tenancy or licence
- the start date and, if fixed term, the end date
- the names of all people involved – the landlord, the named tenants, and other members of the household
- the rent, how it is paid, and how and when it can be increased
- the deposit amount, how it is protected, and the circumstances in which deductions can be made at the end of the tenancy
- your obligations and the landlord's obligations, for example on repairs (although the landlord is always responsible for some repairs)
- an outline of bills you are responsible for and whether utilities or services are part of the rent.

If the tenancy has a fixed term, check if it has a break clause allowing you to leave early. If not, you can be held liable for rent for the whole term even if you leave before the end. If the property is mortgaged, check the lender is aware it is being rented out. This affects your right to stay if your landlord does not keep up with their mortgage payments.

Get a list of furniture and other items in the property (an inventory), including notes of any damage or disrepair. It is best to sign it with your landlord at the start of your tenancy to prevent future disagreement. Take dated photographs to evidence the condition of the property when you moved in. If unsure about a tenancy agreement, go to an advice agency such as a local Age UK, or Citizens Advice before signing.

7 Security deposits

A security deposit is an amount of money you may be required to pay at the start of a tenancy, capped at five weeks rent (or six weeks if the rent is more than £50,000 per year), if signing a tenancy after 1 June 2019. If you signed before this date and your tenancy has now been renewed, your landlord should refund you the difference between your original deposit and the cap.

The money should be returned to you at the end of the tenancy, but the landlord or agent can keep some, or all, of it if you have damaged the property or owe rent. They are not allowed to do this to cover normal wear and tear.

Since 6 April 2007, all deposits paid in relation to assured shorthold tenancies must be safeguarded by a government-sponsored scheme. The scheme protects your deposit and provides an alternative dispute resolution service should there be a disagreement about its return.

Your landlord or agent has 30 days from receiving your deposit to tell you, in writing, which scheme has been used to protect it. If they fail to comply with this and other rules, the court can order them to pay you compensation of between one and three times the value of the deposit.

If your landlord does not comply with their deposit protection obligations, there are restrictions on when they can use the no fault eviction procedure. See section 7.3 of factsheet 68, *Preventing evictions*, for more information.

8 Financial help

Finding private rented housing can be difficult if on a low income, as you must usually pay a security deposit and sometimes rent in advance.

If you need help to raise this money and are at risk of homelessness otherwise, contact the local authority. They have a duty to help certain households who are homeless or threatened with homelessness.

If you are '*eligible for assistance*' by virtue of your immigration status, they should take reasonable steps to help, for example by providing financial or other assistance to enable you to access the private rented sector.

In addition, there may be local charities that can help or other initiatives such as a local rent deposit scheme or rent guarantee (bond) scheme. Each scheme has different rules about who is entitled to receive help.

A rent deposit scheme offers a loan for a deposit that you must pay back over a period of time. You get your money back at the end of your tenancy if there were no problems (such as damage to the property or unpaid rent).

A rent guarantee (bond) scheme provides a written guarantee to a landlord covering damage to the property and unpaid rent. If there are problems at the end of your tenancy, the scheme pays the landlord and you usually have to repay the scheme.

If you receive Pension Credit, you may be able to get help from the Social Fund to pay rent in advance. For more information see factsheet 49, *The Social Fund, Advances of Benefit and Local Welfare Provision*.

If you are entitled to Housing Benefit (HB) or Universal Credit (UC), you may be able to claim a Discretionary Housing Payment (DHP) from your local authority to cover your deposit or rent in advance. As this help is discretionary, it is not guaranteed. It is a good idea to ask a local advice agency for help when applying for a DHP.

See section 5.5 of factsheet 17, *Housing Benefit*, for more information on HB and DHPs. See section 10.6 of factsheet 92, *Universal Credit*, for more information on UC and DHPs.

9 Letting agencies

Letting agencies are businesses advertising, and sometimes managing, homes for rent. If your property is managed by a letting agent, you deal with them instead of the landlord and may pay your rent to them.

Letting agencies are usually in the local telephone directory or online. Some are regulated by professional bodies such as ARLA Propertymark or safeagent. Use their websites to search for registered agencies.

Fees

Private landlords and lettings agents have been banned from charging fees to assured shorthold tenants and licensees. Fees means all payments, except rent and the following:

- a security deposit, capped at five weeks' rent if the annual rent for the property does not exceed £50,000 and six weeks' rent if it does
- a holding deposit paid to reserve the property while checks are carried out, capped at one week's rent
- reasonable charges payable under the tenancy agreement as a penalty for losing your key or failing to pay rent within two weeks of the due date
- damages for breaching your tenancy agreement or any separate agreement made with a letting agent
- charges for requesting changes to your tenancy agreement or its '*assignment*' to another person, usually capped at £50
- charges if you terminate the tenancy before the end of the fixed term or, if outside of a fixed term, without giving the required notice
- charges for Council Tax, utilities and other relevant bills.

All other payments are '*prohibited payments*.' A term of your tenancy agreement (or separate agreement with a letting agent) requiring you to make a prohibited payment cannot be enforced. You can make an application to the First-Tier Tribunal to recover any prohibited payment made. The local authority may help you do this.

Alternatively, you can ask for the money to be put towards future rent payments or your tenancy deposit. If the landlord or agent fails to repay the money or put it towards future payments, they cannot evict you on a '*no fault*' basis.

See overleaf for information about holding deposits which are usually used to reserve a property.

Holding deposits

Holding deposits are refundable in most circumstances, including where you are successful in securing the property or the landlord decides not to proceed with the letting.

The main exceptions are if:

- the agreement does not proceed because you change your mind or fail to take certain necessary steps (unless the landlord or agent has demanded a prohibited payment or otherwise behaved unreasonably)
- you decide to put the money towards your rent or tenancy deposit
- the tenancy cannot proceed because you do not have a '*right to rent*'
- you provide false or misleading information and it is reasonable for the landlord to take this into account in deciding whether to grant a tenancy.

Unless you are told in writing and within seven days of the decision not to proceed with the tenancy that you fall into one of these categories, your deposit is refundable. You can apply to the First-Tier Tribunal if the money is not returned.

Client Money Protection (CMP) schemes

A letting agency which holds money on behalf of clients must belong to a government-approved CMP scheme. This applies if you pay a deposit to reserve a property while checks are carried out. It protects you if an agency goes insolvent or misappropriates your money.

Agencies must clearly display a copy of their registration certificate at any office where they deal face-to-face with clients and on their website. They must give you with a copy free of charge if you reasonably require it. They must tell you in writing if their membership is revoked or they decide to change schemes.

For a current list of the government approved schemes, see:

www.gov.uk/government/publications/client-money-protection-for-letting-and-managing-agents

Regulation

Some letting agencies are members of professional bodies such as ARLA Propertymark, NAEA Propertymark, or the UK Association of Letting Agents. Check whether an agency is a member of one of these bodies and what protection is offered if something goes wrong.

There is also an organisation, safeagent, offering agent accreditation. Accredited agents must meet certain conditions, including on customer service standards and complaints. They provide pre-tenancy advice to landlords regarding any necessary repairs or refurbishments, and on your rights and responsibilities as a tenant.

Approved redress schemes

Unless a letting or property management agent's work is limited to publishing advertisements, disseminating information, or brokering contact with landlords, they must belong to a government-approved redress scheme. This means you can refer a complaint about an agent to an independent person, who investigates the issue and makes a decision.

There are two approved schemes: the Property Ombudsman, and the Property Redress Scheme. Agents must give details of which scheme they are signed up to, alongside a list of their fees. Both schemes investigate complaints about their members free of charge, but they have different policies and procedures and may take different approaches.

Broadly, they may help with a dispute about how an agent has behaved, for example if you experience avoidable delays, or if the agent treats you badly, breaches their obligations, or fails to follow their procedures. Available remedies include an apology, an explanation of their behaviour, and up to £25,000 in compensation.

A complaint is not normally considered by a scheme until you have completed your letting agent's internal complaints procedure, unless it has been eight weeks since you first complained and you are yet to receive a final response.

Discrimination

It is unlawful for a letting agency to discriminate against you as a prospective tenant on grounds of disability, gender reassignment, race, religion or belief, sex or sexual orientation, under the *Equality Act 2010*.

This could be by refusing to let a property to you or by granting you a tenancy on less favourable terms than usual. If you feel you have been discriminated against, contact the Equality Advisory Support Service.

10 Landlord registration and licensing

Some private rented properties must be licensed by the local authority. These are '*houses in multiple occupation*' (HMOs) with five or more occupants forming two or more separate households. Common examples of HMOs are shared properties and houses converted into bed-sits.

Certain mandatory conditions are attached to an HMO licence, for example, the landlord must provide each occupant with a written statement of the terms of occupancy and the local authority with information about safety standards at the property.

The local authority can set discretionary conditions, for example, requiring the landlord to complete repairs within a particular timeframe, or take steps to prevent or reduce anti-social behaviour at the property.

In granting a licence, the authority must be satisfied the property is suitable for occupation by the maximum number of tenants proposed by the landlord. The proposed licence holder is subject to a '*fit and proper person*' test, as is any managing agent they appoint.

HMO licences granted or renewed on or after 1 October 2018 must specify each room that is suitable for use as a bedroom and the maximum number of people who may sleep there. For example, only a room with a usable floor area of 10.22 square metres or more may be occupied as a bedroom by two people.

If an HMO is occupied in breach of the new conditions, the landlord is given a grace period to remedy the breach, which can be up to 18 months. Potential remedies include moving a household to another part of the HMO, enlarging a bedroom, or providing an additional bedroom.

The government says no-one living in accommodation that was adequate for them at the time of letting should be immediately evicted due to these rules.

Licensing of other private rented housing

Local authorities can choose to operate ‘*additional licensing*,’ where licensing is extended to cover all HMOs, not just those meeting the above conditions, or ‘*selective licensing*,’ where licensing is extended to cover all private properties in an area. In addition, some authorities run landlord accreditation schemes, whereby landlords must meet certain standards to be registered.

Check whether your local authority has an accreditation scheme and whether it operates selective or additional licensing in any of its districts. If you are interested in a property and think it should be licensed, check with the authority that it has one.

11 ‘Right to rent’ immigration checks

A ‘*right to rent*’ linked to your immigration status was introduced by the *Immigration Act 2014*.

Some people have an unlimited right to rent, such as British citizens and people with indefinite leave to remain (including those with EU ‘*settled status*’). Others have a time-limited right and some are disqualified from renting altogether.

A private landlord must not allow an adult to occupy premises under a residential tenancy agreement if they are disqualified from doing so. This applies to any adult who would occupy the premises under the agreement, not just the named tenant or tenants.

Landlords must carry out pre-tenancy checks on all prospective adult occupiers of a property to ensure they are not disqualified from renting.

Who is disqualified from renting?

You are disqualified from renting if you are not a British citizen and:

- you require leave to enter or remain in the UK but do not have it, or
- you have leave to enter or remain in the UK subject to a condition that you are disqualified from renting.

The Home Office has advised that long-resident Commonwealth citizens (often called the '*Windrush*' generation) have a right to rent if they have lived in the UK permanently since before 1973 and have not been away for long periods within the last 30 years. There are different rules for other long-resident non-EEA nationals.

Who has a time-limited right to rent?

Your right to rent is time limited if you have been granted a study, work, or family visa for a limited period of time. This includes a grant of '*pre-settled status*' under the EU Settlement Scheme.

If so, the landlord or agent must carry out follow-up checks after a minimum of 12 months to ensure you have not been disqualified.

EU Settlement Scheme (EUSS)

You have an unlimited right to rent if granted settled status under the EUSS, and a time-limited right to rent if granted pre-settled status. If you are waiting on the outcome of a valid EUSS application, your right to rent is maintained until your application is finally determined. This includes pending the outcome of any appeal against a decision to refuse status.

You can enter into new tenancy agreements, proving your right to rent using your Certificate of Application or some other acknowledgement of receipt from the Home Office. The landlord may need to contact them to confirm your right to rent.

How are the checks carried out?

There are several ways the checks can be carried out. The landlord may carry out a '*manual*' check, meaning they view your documents in person or over video call, or they may seek to verify your identity or immigration status using an online checking service. This may involve you giving them a '*share code*' so they can verify your status with the Home Office.

Examples of documents which can be checked manually are given overleaf. If you can prove your right to rent this way, the landlord cannot insist you use an online service instead. So, if you have a British or Irish passport, they should give you the option of a manual check.

What documents are acceptable?

The landlord or agent must review and copy an original document from a prescribed list. The documents include:

- British or Irish passport
- passport, travel or immigration document showing you are exempt from immigration control, allowed to stay indefinitely in the UK, have the right of abode in the UK, or no time limit on your stay in the UK.

If you do not have one of these documents, you can give two documents from a second prescribed list, including:

- birth or adoption certificate issued in the UK
- letter issued by a government department or local authority meeting prescribed requirements, such as being no more than three months old
- current driver's licence.

Documents which show a time-limited right to rent include:

- valid passport showing your right to stay in the UK for a limited time
- UK immigration document showing your right to stay for a limited time.

The landlord or agent must take '*reasonable steps*' to check the validity of a document and be satisfied it is genuine and belongs to you.

Discrimination

The Home Office issued a Code of Practice for landlords and agents, *Avoiding unlawful discrimination when conducting 'right to rent' checks in the private rented residential sector*.

This states that landlords should be consistent in how they conduct the checks, ensuring they do not make assumptions about a person's right to rent or treat those providing manual documents more or less favourably.

See www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice for a copy of the Code of Practice and other relevant documents.

Seek further advice from the Equality Advisory Support Service if you think you may have been discriminated against in the course of a right to rent check.

Useful organisations

ARLA Propertymark

www.arla.co.uk

Telephone 01926 496 800

Regulatory body for letting agents in UK. It promotes standards in the residential lettings property market.

Citizens Advice

www.citizensadvice.org.uk

Telephone 0800 144 8848

National network of advice centres offering free, confidential, independent advice, face to face or by telephone.

Equality Advisory Support Service (EASS)

www.equalityadvisoryservice.com

Telephone 0808 800 0082

Funded by the Equality and Human Rights Commission, the EASS helpline provides information and advice about the *Equality Act 2010*.

Housing advice services

There may be a specific housing advice or housing aid centre in your area, providing advice on a range of housing issues. Your local authority or Citizens Advice should be able to tell you about these services.

Local authorities have a legal duty to ensure that advice and information about homelessness and how to prevent homelessness is available. Contact your local authority as soon as possible if you are worried you may become homeless.

NAEA Propertymark

www.naea.co.uk

Telephone 01926 496 800

UK professional body for estate agents. Its members operate under rules of conduct and must meet certain standards relating to professional and ethical practice.

Property Ombudsman (The)

www.tpos.co.uk

Telephone 01722 333306

Independent service for buyers, sellers, tenants, and landlords of property in the UK. Helps resolve disputes between consumers and property agents.

Property Redress Scheme

www.theprs.co.uk

Telephone 0333 321 9418

Consumer redress scheme for property agents and professionals.

safeagent

www.safeagents.co.uk

Telephone 01242 581712

Accreditation scheme for lettings and management agents. Members must meet defined standards of customer service.

Shelter

www.shelter.org.uk

Telephone 0808 800 4444 (free call)

National charity providing telephone advice to people with housing problems on tenancy rights, homelessness, repairs, and housing benefit.

UK Association of Letting Agents

www.ukala.org.uk

Telephone 03300 55 33 22

Trading association representing letting and property management agents in the UK. Their members meet strict entry criteria, adhere to a code of practice and are recommended by the National Landlords Association.

Age UK

Age UK provides advice and information for people in later life through our Age UK Advice line, publications and online. Call Age UK Advice to find out whether there is a local Age UK near you, and to order free copies of our information guides and factsheets.

Age UK Advice

www.ageuk.org.uk

0800 169 65 65

Lines are open seven days a week from 8.00am to 7.00pm

In Wales contact

Age Cymru Advice

www.agecymru.org.uk

0300 303 4498

In Northern Ireland contact

Age NI

www.ageni.org

0808 808 7575

Scotland contact

Age Scotland

www.agescotland.org.uk

0800 124 4222

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The evidence sources used to create this factsheet are available on request.

Contact *resources@ageuk.org.uk*

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