



Ministry of Housing,  
Communities &  
Local Government

# **Coronavirus (COVID-19)**

## **Guidance for Landlords and Tenants**

Non-statutory guidance for landlords and tenants in the private and social rented sectors on:

1. Measures relating to notices seeking possession as amended by the Coronavirus Act 2020
2. Court action on possession cases during the Coronavirus (COVID-19) outbreak
3. Health and safety obligations, repairs and inspections in the context of Coronavirus (COVID-19)



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**This guidance is advisory and informs you about recent changes to the law. All guidance is subject to frequent updates and should be checked regularly for currency.**

**We urge all landlords and tenants to abide by the latest Government guidance on COVID-19, which can be found at: <https://www.gov.uk/coronavirus>.**

**The guidance in this document applies to England only. Some of the measures referred to also apply in Wales. You can find guidance from the Welsh Government at: <https://gov.wales/housing-coronavirus>.**

**You can find guidance from the Scottish Government on these matters at: <https://www.gov.scot/collections/coronavirus-covid-19-guidance/>.**

## **1. Rent, mortgage payments and notices seeking possession**

The purpose of this advisory guidance is to help landlords and tenants understand the implications of the Coronavirus Act 2020. The Act will mean that, until 30 September 2020, most landlords will not be able to start possession proceedings unless they have given their tenants three-months' notice. Landlords can choose to give more than this three months' notice.

## **2. Court action on housing possession cases during the Coronavirus (COVID-19) outbreak**

As well as the provisions in the Act, housing possession cases in the courts have been stayed. New or existing claims for possession will not be able to proceed before 24 August 2020.

We strongly advise landlords not to commence new notices seeking possession during this challenging time without a very good reason. It is essential that we work together in these unprecedented circumstances to keep each other safe.

## **3. Repairs, maintenance and health and safety**

The purpose of this advisory guidance is to support landlords and tenants in managing property maintenance issues as we move towards an easing of lockdown measures.

Tenants have a right to a decent, warm and safe place to live. Where safe to do so, it is in the best interests of both tenants and landlords to ensure that properties are well maintained, kept in good repair and free from hazards. Recent changes to guidance on working safely mean that landlords can now take steps to address wider issues of repairs and safety inspections, provided these are undertaken in line with public health advice.

# **1. Rent, mortgage payments and possession proceedings**

## **1.1 As a tenant, should I stop paying rent during the outbreak?**

- Tenants should continue to pay rent and abide by all other terms of their tenancy agreement to the best of their ability. The Government has a strong package of financial support available to tenants, and where they can pay the rent as normal, they should do. Tenants who are unable to do so should speak to their landlord at the earliest opportunity.
- In many if not most cases, the COVID-19 outbreak will not affect tenants' ability to pay rent. If your ability to pay will be affected, it's important to have an early conversation with your landlord. Rent levels agreed in your tenancy agreement remain legally due and you should discuss with your landlord if you are in difficulty.

## **1.2 What can I do about rent arrears?**

- Tenants should continue to pay rent and abide by all other terms of their tenancy agreement to the best of their ability. Tenants who are unable to do so should speak to their landlord at the earliest opportunity.
- As part of our national effort to respond to the COVID-19 outbreak it's important that landlords offer support and understanding to tenants who may start to see their income fluctuate.
- An early conversation between landlord and tenant can help both parties to agree a plan if tenants are struggling to pay their rent. This can include reaching a temporary agreement not to seek possession action for a period of time and instead accept a lower level of rent, or agree a plan to pay off arrears at a later date. Where a landlord does choose to serve notice seeking possession for rent arrears or has done so already, the notice period and any further action will be affected by legislation lengthening the notice period (see Section 1.3) and/or the suspension of possession claims (see Section 2).
- If a landlord and tenant agree a plan to pay off arrears at a later date, it is important they both stick to this plan, and that tenants talk to their landlord immediately if they are unable to do so.
- If a tenant is worried about being unable to pay their rent, or if landlords become aware of tenants who may be in difficulty, advice is available from specialist providers such as [Shelter](#), [Citizens Advice](#) and [The Money Advice Service](#). If you are eligible for Legal Aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.
- Local authorities can provide support for tenants to stay in their homes. If you are experiencing financial hardship, you may be able to access new funding; we have made £500m available to fund households experiencing financial hardship and are determined to take action to support people in need.

- You can also find more information on Government support for employers and employees here <https://www.gov.uk/government/collections/financial-support-for-businesses-during-coronavirus-covid-19>.
- If you are worried about being evicted and not having anywhere else to go, you should speak to your local authority.
- If you fall into financial difficulties due to a change in your employment or earnings, for example, you may qualify for Universal Credit. Property Guardian licence agreements are a valid tenancy arrangement for receiving housing costs support in Universal Credit. Students are also able to claim Universal Credit under certain circumstances. Find more information about Universal Credit at <https://www.gov.uk/how-to-claim-universal-credit>.
- The Coronavirus Act 2020 means that landlords who do issue notices seeking possession will not be able to progress any further before the expiry of the notice. All notices for both the private and social rented sector tenancies are for three months.
- Regardless of this legislation, where tenants have difficulty paying rent over this period, we ask that landlords do not issue a notice seeking possession, particularly given that the tenant may be sick or facing other hardship due to COVID-19.

### **1.3 Protections for tenants under the Coronavirus Act 2020, in force from 26 March 2020.**

- The Coronavirus Act 2020 protects most tenants and secure licensees in the private and social rented sectors by putting measures in place that say where landlords do need to issue notices seeking possession, the notice period must be for three months. Landlords can choose to give a longer notice period. Any claims in the system or about to go into the system will be affected by the stay of possession hearings and orders. Court actions to evict a tenant will not be progressed before 24 August 2020 (see Section 2).
- At the expiry of the three-month notice, a landlord cannot force a tenant to leave their home without a court order. When the three-month notice period expires, a landlord would still need to take court action if the tenant was unable to move. We strongly advise landlords not to commence or continue eviction proceedings during this challenging time without a very good reason.
- For further information about possession proceedings during the Coronavirus outbreak, please see [Technical Guidance on eviction notices here](#).

## **1.4 What can I do about mortgage repayments?**

- Mortgage lenders have agreed to offer payment holidays of up to three months where this is needed due to Coronavirus-related hardship, including for buy-to-let mortgages.
- On 2 June 2020, the Financial Conduct Authority confirmed that borrowers can apply for an extension to any holiday already taken while extending the window for new applications to 31 October 2020.
- The mortgage payment holiday is not automatic, and landlords would need to apply to their lender to see whether they are eligible for this support on a case by case basis. The sum owed remains and mortgages continue to accrue interest during this period. This means that a landlord will still have to repay the money they owe for the months covered by a payment holiday.
- Where a tenant is unable to pay their rent in full the landlord – if a mortgagor – should discuss this with their lender.
- Further information on mortgages and the support available during the Coronavirus outbreak is available from the [Money Advice Service](#) and [UK Finance](#).

## **1.5 I'm a shared owner, how does this affect me?**

- Most shared owners will pay both rent and a mortgage. Like other mortgage holders, shared owners who are struggling to meet their mortgage payments as a result of COVID-19 will be able to request a mortgage payment holiday from their lender. Most shared owners will also be covered by the new Coronavirus Act 2020, meaning their landlords will not be able to start possession proceedings unless they have given shared owners three-month's notice.
- Shared owners should continue to meet their financial commitments where possible. The Government has introduced a strong package of financial support, so where they can, shared owners should still pay the rent to their landlord and mortgage to their lender as normal. Shared owners who are unable to do so should speak to their landlord and mortgage provider at the earliest opportunity.

## **1.6 As a landlord, should I stop charging rent during the outbreak?**

- Landlords are not required to do this. Most tenants will be able to pay rent as normal and should continue to do so, as they will remain liable for the rent during this period.
- There is no 'one-size fits all' approach, as each tenant's circumstance is different, and some will be worse affected in terms of their ability to pay than others. It is important for landlords to be flexible and have a frank and open conversation with their tenants at the earliest opportunity, to allow both parties to agree a sensible way forward.

### **1.7 My tenant wants to leave the property early. What should I do?**

- At the current time, we are urging everyone to show compassion and exercise flexibility as far as possible and we encourage landlords to engage constructively with their tenants. This may include allowing your tenant to leave with less notice than allowed for in the tenancy agreement or permitting them to vacate the property whilst they are still in the fixed term.
- The tenant will remain liable for rent until the fixed-term agreement has ended or, in the case of a statutory periodic tenancy, until the required notice period under the tenancy agreement has expired.
- You can charge a fee to your tenant if they wish to end the tenancy early, although this fee must not exceed the loss incurred by you or reasonable costs to your letting agent if you are using one. The [Government's guidance on the Tenant Fees Act](#) contains more information.

### **1.8 My tenants have left the property without providing proper notice. What should I do?**

- If you believe that your tenant has left the property but has not surrendered the tenancy – by, for example, notifying you in writing and/or returning the keys – you should verify that they have left the property before taking any further action.
- You could do this by using any contact information which the tenant submitted at the start of the tenancy, such as contacts for rent guarantors or friends and family. If you are still unable to locate your tenant, you may wish to use a tracing agent.
- The tenant has a right to the quiet enjoyment of their property and should be given 24 hours' notice of any visit to the property. You may only enter the property in the case of an emergency, and in this case only when accompanied by an independent witness who will be able to record the situation in writing.
- If you change the locks or enter the property and have not got confirmation that your tenant has left, a court may find that you have evicted your tenant illegally.

### **1.9 Extending the current 'pre-action protocol' on possession proceedings to private landlords**

- The Government has committed to work with the judiciary to explore the most effective way to encourage private landlords and tenants to work through issues together – such as agreeing an affordable rent repayment plan if tenants fall into rent arrears as a result of the COVID-19 outbreak – before taking action through the court.
- Ministers are working with the judiciary, legal representatives and the advice sector on arrangements, including new rules, which will mean that courts are better able to address the need for appropriate protection of all parties, including those shielding from coronavirus. This is to ensure that judges have all the information necessary to make just decisions and that the most vulnerable tenants can get the help they need.

- Where possible and appropriate, if disputes over rent or other matters persist, landlords and tenants are encouraged to consider mediation. Mediation allows an independent third-party to assist those involved to reach a mutually acceptable agreement to resolve their dispute, without the matter needing to go to court.

### **1.10 I have a licence to occupy, am I protected by the Coronavirus Act?**

- This legislation only applies to tenants so will not apply to licences to occupy (other than a secure licence under the Housing Act 1985). We are urging the landlords of those on licences to occupy to follow the same guidance and to work with renters who may be facing hardship as a result of the response to COVID-19. For detail on whether licensees will be covered by the announced suspension of possession hearings and orders, see Section 2. If you do not know whether you have a licence or a tenancy you should seek independent advice.
- Government has put in place an unprecedented support package to help prevent people getting into financial hardship or rent arrears, including support for business to pay staff salaries, as well as important changes to statutory sick pay and the benefits system. Furthermore, we are offering support for businesses, such as property guardian companies, so that they can support their renters.

### **1.11 I have lost my job which came with accommodation, and they have told me I have to move out. What rights do I have?**

- You may be covered by the new legislation depending on the type of tenancy that you hold.
- If your place of employment requires you to live-in to be able to do the job, or the occupation of the accommodation is necessary for the performance of your duties, and your contract clearly states this, you are classed as a “service occupier”. This will include some teachers in boarding schools, caretakers, carers and hotel staff, for example. As you do not have a tenancy in this situation you are not covered by this emergency legislation.
- If you are not a tenant and your employer wants to end your employment because you are no longer required (rather than due to misconduct) they should tell you at least one week in advance. Check your employment contract as it may set out how much notice you should be given. Your landlord will usually have to apply to the court for a possession order if you do not leave when the notice period expires.
- If you have a job that offers self-contained accommodation, but it is not a requirement as part of the job and your landlord is not a local authority, you may hold a tenancy regulated by the Housing Act 1988. If so, this will be covered by the change in legislation.

- If you're living in accommodation provided by the local authority, you are an employee of the council, and your contract of employment requires you to live in the accommodation for the better performance of your duties, your tenancy is a non-secure tenancy under the Housing Act 1985. These new provisions will also not apply to you.
- If your local authority employer wants to end your service tenancy because they no longer require your services they must give you at least four weeks' notice. Check your employment contract as it may set out how much notice you should be given. Your landlord will usually have to apply to the court for a possession order if you do not leave when the notice period expires.

### **1.12 I'm a property guardian, how do I know if I've got a licence or a tenancy?**

- Property guardianship agreements are usually offered on a contractual licence to occupy. The licence will provide the right to occupy premises in return for the payment of a licence fee or performance of a service. In law, a licence usually arises when there is no right to exclusive possession or there is no intention to enter into a legal relationship of landlord and tenant. However, if the licensee has exclusive possession, it may be a tenancy, even if the agreement calls it a licence.

### **1.13 Do I have to move if my landlord does not have a court order?**

- We are asking landlords not to issue new notices seeking possession. If landlords do issue a notice seeking possession, the suspension of housing possession claims from 27 March 2020 means that any existing or new notices seeking possession cannot progress before August 24. If you are a tenant, the Protection from Eviction Act 1977 means that you cannot be forced to leave your home without a court order and warrant for execution of that order. The 1977 Act also protects some people who occupy their home under a licence. Breaches of the Act can give rise to a civil action and be a criminal offence.
- Even where the Protection from Eviction Act does not apply a landlord cannot use violence or threat of violence to evict someone.

**Note: if you require advice on individual cases, or you are worried you may have been illegally evicted, you should contact a free, impartial advice service such as [Citizens Advice](#) or [Shelter](#). If you are eligible for Legal Aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.**

#### **1.14 Is my money protected? - Tenancy Deposit Protection and Client Money Protection**

- The deposit protection requirements have not changed. Landlords (and agents acting on behalf of landlords) must continue to uphold all of their legal obligations relating to Tenancy Deposit Protection, and the usual process to return a deposit should be followed if a tenancy ends during the outbreak.
- Client Money Protection requirements have also not changed. All agents who hold money on behalf of landlords and tenants are required to comply with the legislation on Client Money Protection.

#### **1.15 I am a landlord and I want to reduce rent for my tenant. Will this breach the deposit cap as defined by the Tenant Fees Act 2019?**

- If you want to offer your tenant a rent reduction, temporarily or permanently, there is no need to repay part of the deposit immediately – the deposit cap imposed by the Tenant Fees Act 2019 is linked to initial rent levels.

#### **1.16 I've moved out of my student accommodation; do I still have to pay rent?**

- During this period, landlord, letting agency and tenant obligations have not changed and tenants remain liable for rent. Some universities and private accommodation providers have chosen to release students from their contracts early and not charge rent for students returning home. We expect universities to communicate clearly with residential students on rents for the summer term and administer accommodation provision in a fair manner.
- In the case of private landlords and letting agencies, the negotiation of rent waivers with student tenants is a matter between the parties concerned. We encourage landlords, letting agencies and tenants to adopt an understanding, common-sense approach to issues that may arise in the current circumstances.

## **2. Court action on housing possession cases during the coronavirus outbreak**

- On 27 March 2020, the Master of the Rolls took the decision to suspend all ongoing housing possession claims – meaning the court will not hear any claims for possession.
- This initial suspension of housing possessions claims was for a period of 90 days, but the decision was made to introduce a further stay on possessions until 23 August 2020. This means that no action to evict a tenant will proceed before 24 August.
- This means that all private and social renters, as well as those with mortgages and those with licenses covered by the Protection from Eviction Act 1977, are protected from eviction during this period. This will apply to both England and Wales.

### **2.1 What does this mean for tenants in the private rented, social rented or agricultural tenancy sectors?**

- If you have already been issued with notice of your landlord's intention to seek possession of the property, or if you are issued notice before 24 August 2020, your landlord will not be able to take action through the courts to make you move.

### **2.2 What does this mean for landlords in the private rented, social rented or agricultural tenancy sectors?**

- This does not stop you issuing notice to your tenant, nor does it prevent you from beginning proceedings by applying to the court once the three-month notice period expires. However, the suspension of court proceedings means that no claims will be progressed before 24 August. We continue to strongly advise landlords not to commence or continue eviction proceedings during this challenging time without a very good reason to do so.
- At the expiry of the three-month notice, you cannot force your tenant to leave the property without a court order. You would still need to take court action if the tenant was unable to move.

### **2.3 Who is covered by the suspension of housing possession cases?**

- All tenants and [licensees](#) who benefit from protection from eviction under the Protection from Eviction Act 1977 will be protected from possession proceedings by this measure.
- This includes most tenants in social housing and the private rented sector and some licensees. Lodgings, holiday lets, hostel accommodation and accommodation for asylum seekers are excluded from those protections.

## 2.4 Other housing possession cases

- All possession claims for housing and land, with the exception of claims against trespassers, brought under [Civil Procedure Rules Part 55](#) (CPR55) are covered. A possession claim under CPR55 means a claim for the recovery of possession of land (including buildings or parts of buildings).
- The suspension of housing possession cases also applies to possession cases brought by mortgage lenders against homeowners, and to possession cases brought by landlords against leaseholders (forfeiture), including those relating to agricultural tenancies.
- If you are unsure what kind of tenancy you have and whether you will be protected by the suspension on notice periods, you should take independent legal advice. [Shelter's housing advice line](#) and [Citizens' Advice](#) may be able to help. If you are eligible for Legal Aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

## 2.5 How does the Coronavirus Act 2020 interact with the courts suspending housing possession claims?

- Housing possession claims in the court system have been stayed. The extension of this suspension by a further 2 months means no claims for possession can be progressed before 24 August 2020.
- This measure applies to new cases, those currently in progress and cases where a landlord or mortgage company has already commenced possession proceedings on expiry of a notice seeking possession.
- At the expiry of a three-month notice, a landlord will be able to submit a claim for possession to the court to evict a tenant. However, due to the ongoing stay of possession proceedings, the court will not progress this claim before 24 August 2020.
- The legislation covering notice periods is in force until 30 September 2020 and is subject to review.

## 2.6 Will the courts consider the impact of the coronavirus outbreak on tenants and landlords when they resume considering possession cases?

- We are working to provide appropriate support to those who have been particularly affected by coronavirus when court proceedings start again. We want to ensure that when seeking possession of a property, landlords are providing more relevant information to the courts relating to their tenant's situation in light of the pandemic.
- Wherever possible we continue to encourage landlords and tenants to work together to resolve disputes without the need for court action, including agreeing repayment plans where a tenant is unable to fully meet their rent.

- Where possible and appropriate, if disputes over rent or other matters persist, landlords and tenants are encouraged to consider mediation. Mediation allows an independent third-party to assist those involved to reach a mutually acceptable agreement to resolve their dispute, without the matter needing to go to court.

### **3. Repairs, maintenance and health and safety**

Everyone's actions have helped to reduce the transmission of coronavirus in our communities. As the country moves to the next phase in our fight against coronavirus, the most important thing we can do is to stay alert, control the virus, and in doing so, save lives.

We are committed to helping to ensure that everyone renting their home has a safe and decent place to live. As part of our national effort to respond to the COVID-19 outbreak it is vital that local authorities, landlords and tenants continue to work together to keep rented properties safe. We continue to support the positive partnership between landlords and tenants which underpins all well-functioning tenancies.

It is in the best interests of both tenants and landlords to ensure that properties are kept in good repair and free from hazards. Tenants should let their landlords know early if there is a problem and landlords should take the appropriate action.

Government guidance on working safely in people's homes has been published which sets out in what circumstances it is advised landlords or contractors can safely visit properties to carry out inspections and repairs.

From 1 August 2020, following the relaxation of the guidance for clinically extremely vulnerable groups, clinically vulnerable or shielding households, it is advised they may permit landlords and contractors to carry out routine repairs and inspections providing that the latest guidance on social distancing is followed.

We understand current restrictions may obstruct some routine and statutory inspections, but we expect landlords to make every effort to meet them. If resources remain stretched, we are recommending a pragmatic approach to enforcement from local authorities. This should mean that tenants who are living with serious hazards that a landlord has failed to remedy can still be assured of local authority support. Landlords should also know they should not be unfairly penalised where COVID-19 restrictions may have prevented them from meeting some routine obligations.

You can see the full series of Government guidance on coronavirus here:  
<https://www.gov.uk/coronavirus>.

## Tenants

### 3.1 What does this mean for repairs and works in my home?

- Tradespeople can visit most people's homes to carry out any work or maintenance provided it is carried out in accordance with guidance for professionals working in people's homes and any advice on local measures that may be in place to prevent the transmission of coronavirus. You can find further guidance on visits to properties to make repairs here: <https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/homes>.
- If you are not self-isolating, you can allow local authorities, landlords or contractors access to your home in order to carry out a range of works. This includes:
  - routine inspections, including annual gas safety checks;
  - essential and non-essential repairs and maintenance; and
  - planned maintenance activity inside and outside the home.
- Services should be designed to ensure appropriate social distancing is maintained (insofar as possible) and hygiene procedures should be followed. Some landlords will have a backlog of repairs that they will need to address, so it may take longer than normal to carry out more non-essential work.
- However, if you are self-isolating, no work should be carried out in your home unless it is to remedy a direct risk that affects your safety or the safety of your household. These are issues which will affect your ability to live safely and maintain your mental and physical health in your home. In such cases, prior arrangements should be made to avoid any face to face contact, for example, when answering the door. Landlords and contractors should stay up to date with the latest guidance on working safely in people's homes.
- From 1 August 2020, following the relaxation of the guidance for clinically extremely vulnerable groups, clinically vulnerable or shielding households are advised that they may permit landlords and contractors to carry out routine repairs and inspections. Where repairs take place, it is important that the latest guidance on social distancing and working safely in people's homes is followed.
- Prior to 1 August 2020, if you are shielding, it is advised that landlords or contractors do not visit your home to carry out work or maintenance unless it is to remedy a direct risk that affects your safety or the safety of your household.
- Where restrictions are put in place in a specific local area, any local advice should also be observed. No work should be carried out in your home unless it is to remedy a direct risk that affects your safety or the safety of your household.
- You must continue to meet your legal and contractual obligations as a tenant, including paying rent. See Section 1 for guidance if you are experiencing difficulties paying your rent.

### **3.2 I'm shielding, can I now let someone into my home for routine repairs and maintenance work?**

- From 1 August 2020, it is advised that landlords and contractors can visit your home to carry out any routine inspections or maintenance work (described at 3.1). It is important that this work is carried out in accordance with the latest [guidance on working safely in people's homes](#) and [guidance for individuals who are shielding](#).
- Prior to 1 August 2020, if you are shielding, it is advised that landlords or contractors do not visit your home to carry out work or maintenance unless it is to remedy a direct risk that affects your safety or the safety of your household.
- If you choose to allow tradespeople into your home, prior arrangements should be made to maintain appropriate social distancing during the visit. You can refer to the latest [guidance for individuals who are shielding](#).
- You can also find Government guidance on cleaning your home to minimise the risk of infection here: <https://www.gov.uk/government/publications/covid-19-decontamination-in-non-healthcare-settings>.

### **3.3 Should I allow my landlord in to carry out gas safety inspections?**

- Gas safety inspections save lives. Landlords should take all reasonable steps to carry out annual gas safety checks at this time as failure to do so could put tenants at risk of serious illness or fatalities from gas explosions or carbon monoxide poisoning, particularly as people are spending all or most of their time at home.
- If you are clinically extremely vulnerable and have been shielding, you should inform your landlord. Before undertaking the check, prior arrangements should be made to ensure that appropriate social distancing is maintained during the visit.
- If you are self-isolating, you should inform your landlord. The gas safety check can be delayed until after your isolation period has ended. Your landlord will be best placed to determine whether an inspection is required – further guidance is available at <https://www.gassaferegister.co.uk/help-and-advice/covid-19-advice-and-guidance/landlords/>.
- In such circumstances, prior arrangements should be made to avoid any face to face contact and the engineer must follow the [latest guidance on working safely in people's homes](#). Any advice on the measures that remain in place in a local area should also be observed.

### **3.4 My landlord wants access to my property to conduct viewings for sale or letting, do I have to let them in?**

- Tenants' safety should be the first priority of letting agents and landlords.
- Landlords and letting agents should not conduct viewings in properties where tenants are symptomatic or self-isolating.
- Where tenants have been determined clinically extremely vulnerable and are shielding, landlords and tenants should only conduct viewings from 1 August 2020 and should seek to minimise the number and duration of any viewings. If possible, individuals who are clinically extremely vulnerable should remain outside the property when viewings take place. Visitors should avoid touching surfaces and should clean any surfaces they do touch prior to leaving.
- Where viewings can proceed, they should be conducted in line with the guidance on viewings included in [the guidance on moving home during the coronavirus \(COVID-19\) period in England](#).

### **3.5 What if I have a move planned?**

- The Government has amended the coronavirus (COVID-19) regulations to make clear that people who wish to move home can do so. The most recent guidance on moving home during the coronavirus (COVID-19) period in England is available here: <https://www.gov.uk/guidance/government-advice-on-home-moving-during-the-coronavirus-covid-19-outbreak>.
- The process of finding and moving into a new home will need to be different given those involved in the process will have to adapt practices and procedures to ensure that the risk of spread of coronavirus is reduced as far as possible.
- Moving home is not appropriate whilst you pose a direct risk of transmitting COVID-19. Local restrictions may also be in place and relevant local advice should also be observed.
- We encourage all parties involved to be as flexible as possible over this period and be prepared to delay moves, for example if someone becomes ill with coronavirus during the moving process or has to self-isolate. Vulnerable and shielded individuals will need to carefully consider their personal situation and the circumstances of their own move and may wish to seek medical advice before deciding whether to commit or go ahead with a move.
- If you decide to move out of your rented accommodation, you must comply with your tenancy requirements including of giving notice. This will usually involve informing the landlord in writing of your intention to vacate. Your tenancy agreement should say how much notice you must give the landlord if you want to leave– one month's notice is typical.

### **3.6 Can I move into new shared accommodation with other people?**

- Yes. Where people are moving permanently into new shared accommodation e.g. a shared flat, house in multiple occupation or student residence, this will become the place where they are living for the purposes of the recently updated coronavirus (COVID-19) regulations. People who live in shared accommodation should continue to follow the relevant rules and guidance on [meeting people from outside of your household](#).
- You should ensure that you follow [the latest guidance on moving home during the coronavirus \(COVID-19\) period in England](#). Local restrictions may also be in place and relevant local advice must also be observed.

### **3.7 What if I want to vacate the property before the end of my tenancy agreement?**

- You must continue to provide notice as required in your tenancy agreement if you need to leave your tenancy. If you need to vacate the property before any agreed departure date, you should speak to your landlord.
- You will remain liable for rent until the fixed-term agreement has ended or, in the case of a statutory periodic tenancy, until the required notice period under the tenancy agreement has expired.
- The landlord can charge you a fee if you wish to end the tenancy early, although this fee must not exceed the loss incurred by the landlord or reasonable costs to the letting agent if the landlord is using one. The [Government's guidance on the Tenant Fees Act](#) contains more information on this.
- If you leave, you should return all sets of keys to the property to your landlord and clear the property of your possessions.

### **3.8 What should I do if I live with other people I am not related to and share facilities or common areas?**

- This could include:
  - A flat or house share where you live with another person with whom you are not related and share cooking and bathroom facilities.
  - A House in Multiple Occupation (HMO), which is where three or more people who are from two or more different families and share cooking or bathroom facilities.
  - Co-living where multiple people/households share some facilities or common areas.
- If you share facilities or common areas with other people, all residents should always do their very best to follow the latest [coronavirus \(COVID-19\) guidance](#). Everyone in the household should regularly wash their hands, avoid touching their face, and clean frequently touched surfaces.

- You can find Government guidance on cleaning your home to minimise the risk of infection here: <https://www.gov.uk/government/publications/covid-19-decontamination-in-non-healthcare-settings>.
- The Government has issued guidance for households with possible coronavirus (COVID-19) infection. The same guidance applies to occupants of shared properties. All the occupants of the home should behave in the same way as a single household if one or more occupants have symptoms of coronavirus (COVID-19).
- This means that if you are a tenant who shares with people you are not related to and develop symptoms of coronavirus (COVID-19), you should self-isolate at home for 7 days from when the symptoms started. In line with Government guidance, all other residents of the home must also stay at home and not leave the house for 14 days, providing they remain well for that time. Should they develop symptoms they should then self-isolate for 7 days from the onset of symptoms or longer if symptoms persist. Where possible, individuals should not go out even to buy food or other essentials, and any exercise should be taken within your home.

### **3.9 What should I do if I am clinically extremely vulnerable and shielding and I live in rented accommodation with other people?**

- From 6 July, residents who are clinically extremely vulnerable and shielding are advised that it is no longer necessary to maintain social distancing with people who they live with. However, they may still wish to take precautions such as limiting the amount of time they spend in shared spaces such as kitchens, bathrooms and sitting areas. Shared spaces should continue to be kept well ventilated.
- You may wish to use a separate bathroom from the rest of the household. If residents share a bathroom or kitchen with a vulnerable person, it is important that this is cleaned every time it is used, for example by wiping surfaces. Alternatively, you may wish to consider using a rota, with the vulnerable person using the facilities first.
- Please refer to the updated [guidance on shielding and protecting people who are clinically extremely vulnerable from COVID-19](#). Please note that all shielding guidance is advisory.

### **3.10 What if my building/block has shared spaces and facilities such as social areas?**

- Landlords and/or managing agents should help by, for example, closing non-essential indoor communal space where it would not be possible to maintain social distancing (e.g. small shared spaces for use by more than one household).
- If you develop symptoms of coronavirus, then you should not use these facilities, regardless of whether they remain open. If you are shielding or clinically vulnerable, please refer to the latest guidance for [individuals who are shielding](#).

- Non-essential communal space does not include shared kitchens, bathrooms, lavatories or sitting rooms. If you share essential communal space, you should follow the [guidance for households with possible coronavirus \(COVID-19\) infection](#).
- Shared outdoor spaces such as communal gardens may remain open for use by tenants, but the latest Government [guidance on maintaining social distancing](#) must be followed.
- Grounds maintenance and estate services can continue. When undertaking such work, landlords should have regard to relevant guidance on social distancing in the workplace, available at: <https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19>.

### **3.11 What should I do if I am extremely clinically vulnerable and shielding and I live in overcrowded accommodation?**

- For the purpose of this guidance, accommodation is overcrowded if it is so dangerous that there is a risk to the health of the residents.
- It may be harder for residents of overcrowded properties, especially those who are clinically extremely vulnerable and shielding, to take appropriate precautions to protect themselves in the same way as residents of other properties. At this time, the Government is encouraging landlords and other tenants to work together wherever feasible in order to help to support these residents and carefully follow the relevant guidance on social distancing.
- From 6 July, the Government relaxed restrictions for shielding individuals meaning that they are no longer advised to maintain social distancing with people who they live with. However, shielding residents in overcrowded accommodation may still wish to speak to their local authority about alternative housing options. Local authorities may also be able to use their enforcement powers to require their landlord to remedy a serious overcrowding hazard. Please refer to the [guidance on shielding and protecting people who are clinically extremely vulnerable from COVID-19](#).

### **3.12 My neighbours/other tenants in the property are disrupting my life with their anti-social behaviour. What can I do?**

- If you have already attempted to resolve instances of anti-social behaviour or feel uncomfortable resolving the matter yourself, you should contact your landlord, the local authority and the police to report anti-social behaviour. Information on how to contact your local authority is available at: <https://www.gov.uk/find-local-council> and information on how to contact the police is available at: <https://www.gov.uk/report-crime-anti-social-behaviour>. You can also contact [ASB Help](#) who can provide specific advice on dealing with anti-social behaviour.
- Local authorities and the police have strong powers to tackle anti-social behaviour available through the Anti-social Behaviour, Crime and Policing Act 2014. These include the use of Civil Injunctions, Community Protection Notices, and Closure Orders,

which can be used to address instances of anti-social behaviour. We expect these powers to continue to be used during the period affected by coronavirus.

- If you or the tenant causing the problem live in a licensed House in Multiple Occupation, the landlord will be required by their licence to take action to prevent and alleviate the effects anti-social behaviour in the property. You should therefore contact your local authority regarding your concerns.
- If you feel threatened by someone's behaviour you should **always** contact the police.
- If you have reported persistent anti-social behaviour to any of the main responsible agencies (such as the council, police, housing provider), you have the right to request a formal case review, also known as the [Community Trigger](#), where a locally defined threshold is met. Your [local police](#) or [local council](#) will be able to provide you with further information about the Community Trigger process in your area.

## **Landlords**

### **3.13 What does the current situation mean for repairs and inspections to my property?**

- Tenants still have a right to a decent, warm and safe place to live – and it is in the best interests of both tenants and landlords to ensure that properties are kept in good repair and free from hazards. Landlords should take account of Government [guidance on working safely in people's homes](#) when resuming repair and maintenance services in properties occupied by tenants.
- Where workforce is available and resources allow, landlords or contractors should visit most properties to carry out both routine and essential inspections and repairs, as well as any planned internal works to the property. Services should be designed to ensure social distancing is maintained (insofar as possible) and hygiene procedures should be followed.
- Where restrictions are put in place in a specific local area, any local advice should also be observed. No work should be carried out in the property unless it is to remedy a direct risk that affects the safety of your tenant(s).
- From 1 August 2020, it is advised that landlords and contractors can carry out routine repairs and inspections in households with clinically extremely vulnerable occupants that have been shielding. In these cases, landlords and tenants should work together to make prior arrangements to ensure that social distancing is maintained and hygiene procedures should be followed in line with the latest [guidance on working safely in people's homes](#).
- We encourage landlords to be flexible and sensitive in recognising that some shielded households may still prefer that non-essential/non-urgent repairs are put on hold.

- No repair or maintenance work should be carried out in any household which is self-isolating, unless that work is to remedy a direct risk to the safety of the household. Likewise, no repair or maintenance work should be carried out before 1 August 2020 in any household which is shielding, unless that work is to remedy a direct risk to the safety of the household.
- In these cases, additional steps should be taken to ensure safety, for example avoiding face-to-face contact. Direct risks are those which will affect your tenant's ability to live safely and maintain their mental and physical health in the property.

### **3.14 What about works on empty and void properties to prepare them for being let?**

- Where workforce is available and resources allow, there is no reason why landlords should not undertake work on empty and void properties to prepare them for being let to new tenants. When undertaking such work, landlords should have regard to relevant guidance on social distancing in the workplace, available at: <https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19>.
- Any advice on the measures that remain in place in a local area should also be observed.

### **3.15 What about works to the exterior of properties, and to external communal areas?**

- Where workforce is available and resources allow, landlords should be able to carry out works to the outside of dwellings, such as routine maintenance, grounds maintenance and cleaning of communal areas, it is advised contractors comply with relevant guidance on social distancing in the workplace, available at: <https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19>.
- In particular, no work should be carried out if it means landlords or contractors may have to enter a household which is self-isolating because one or more family members has symptoms unless it is to remedy a direct risk to the safety of the household. Likewise, no work should be carried out if it means landlords or contractors may have to enter a household where an individual has been advised to shield prior to 1 August 2020, unless it is to remedy a direct risk to the safety of the household.
- Any advice on the measures that remain in place in a local area should also be observed.

### **3.16 What about planned maintenance to the property?**

- Where workforce is available and resources allow, landlords or contractors should be able to enter most homes to carry out planned maintenance activities, such as kitchen replacement programmes. For households that are not self-isolating, services should be designed to ensure social distancing is maintained (insofar as possible) and hygiene procedures should be followed in line with the latest [guidance on working safely in people's homes](#).
- Where restrictions are put in place in a specific local area, any local advice should also be observed. No work should be carried out in a property unless it is to remedy a direct risk that affects the safety of the tenant(s).
- Planned maintenance activities should not be carried out where operatives or contractors are required to enter the homes of households that are self-isolating. If this means that a planned programme of works is best delayed, landlords should take steps to manage resident expectations.
- From 1 August 2020, it is advised that landlords and contractors can carry out routine repairs and planned maintenance activities in households with clinically extremely vulnerable occupants who have been shielding. In these cases, landlords and tenants should work together to make prior arrangements to ensure that social distancing is maintained and hygiene procedures are followed in line with the latest [guidance on working safely in people's homes](#).
- Prior to 1 August 2020, landlords should not carry out planned maintenance in households that are shielding unless it is to remedy a direct risk that affects the safety of the household.

### **3.17 What about my legal obligations to provide regular gas and electrical safety inspections? Will I be prosecuted if I can't get access because I or my tenants are self-isolating?**

- Safety in the home remains extremely important and therefore all landlords should make every effort to abide by existing gas safety regulations – and in the private rented sector, the new electrical safety regulations which apply to new tenancies from 1 July 2020 – providing this can be done in line with [guidance on working in people's homes](#).
- Gas safety inspections should not be carried out in homes that are self-isolating until after the isolation period has ended, unless it is to remedy a direct risk to the safety of the household.
- Where households are shielding, landlords should balance the risk presented, considering factors such as age and type of system or appliance, previous maintenance history alongside considerations about the household. For example, whether the shielded person can reside in a separate room for the duration of the visit. In some situations, this might indicate that the inspection should still go ahead.

- From 1 August 2020, it is advised that landlords and contractors can carry out both routine and essential repairs in households that are shielding. In these cases, landlords and tenants should work together to make prior arrangements to ensure that social distancing is maintained (insofar as possible).
- Guidance from the Health and Safety Executive for landlords and Gas Safe engineers and inspectors can be found at: <https://www.gassaferegister.co.uk/help-and-advice/covid-19-advice-and-guidance/landlords/>.
- We recognise that the restrictions imposed by current measures to minimise the infection risks from COVID-19 may make this more difficult, for example where households are isolating. Under such circumstances, provided the landlord can demonstrate they have taken reasonable steps to comply, they would not be in breach of their legal duties. (**see box below**).
- Where a tenant is not self-isolating or shielding and persistently refuses to allow access to the property, landlords still have the powers and tools available to gain access to their properties during the period affected by coronavirus. This includes access to the courts to obtain an injunction or, in the case of a local authority landlord, a warrant.
- Local authorities and other enforcement agencies are aware of guidance for people working in other people's homes and how this will affect landlords complying with gas and electrical safety requirements. We are encouraging a pragmatic, common-sense approach to enforcement in these unprecedented times.
- Landlords are legally required to provide tenants with all necessary gas and electrical safety and any other relevant certification at the beginning of a tenancy (and carry out all scheduled inspections and tests where required). Where inspections have already been carried out, documents can be provided by post or in some circumstances it may be possible to provide digital copies.
- For further information about gas safety certificates and possession proceedings during the COVID-19 outbreak, please see [Technical Guidance here](#).

### **Electrical and gas safety in privately rented properties**

The new **Electrical Safety Standards in the Private Rented Sector Regulations 2020** were made on 18 March and apply to all new tenancies from 1 July 2020 and will apply for existing tenancies on 1 April 2021.

The Electrical Safety Regulations will require landlords to:

1. Have the electrical installations in their properties inspected and tested by a person who is qualified and competent, at least every five years;
2. Provide a copy of the report (known as the Electrical Safety Condition Report or EICR) to their tenants, and to the local authority if requested.
3. If the EICR requires investigative or remedial works, landlords will have to carry this out.

**The Gas Safety (Installation and Use) Regulations 1998** require landlords to have annual gas safety check on each appliance and flue carried out by engineer registered with the Gas Safe Register and to keep a record of each safety check. Further advice can be found on the Gas Safe Register's website at <https://www.gassaferegister.co.uk/help-and-advice/covid-19-advice-and-guidance/>.

**Both regulations are clear on the issue of compliance.** With regards to the Electrical Safety Regulations, a landlord would not be in breach of the duty to comply with a remedial notice if the landlord can show they have taken all reasonable steps to comply. With regards to a landlord's duties under the Gas Safety Regulations, a landlord would not be liable for an offence if the landlord can show they have taken all reasonable steps to prevent the contravention.

### **3.18 What about the risk of catching the virus (COVID-19)?**

- You must follow sensible precautions to keep yourself safe when you or contractors or others are visiting the property. You should stay updated with the latest guidance and consider how it can be applied: <https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/homes>.

### **3.19 What about access to a property to conduct viewings or where a move is scheduled?**

- Tenants' safety should be the first priority of letting agents and landlords.
- People should use virtual viewings before visiting properties in person where possible, in order to minimise public health risks.
- If any member of either the household being viewed, or the household undertaking a viewing is showing symptoms of coronavirus or is self-isolating, then a physical viewing should be delayed.
- Where tenants have been determined clinically extremely vulnerable and are shielding, landlords and tenants should only conduct physical viewings from 1 August 2020 and should seek to minimise the number and duration of any viewings. If possible, individuals who are clinically extremely vulnerable should remain outside the property when viewings take place. Visitors should avoid touching surfaces and should clean any surfaces they do touch prior to leaving.

- All viewings should take place by appointment and only involve members of a single household. Any visits to a property must be made in accordance with Government [guidelines on professionals carrying out work in people's homes](#) and [guidelines on protecting yourself and others](#).
- More information is available in [the guidance on moving home during the coronavirus \(COVID-19\) period in England](#). Any advice on the measures that remain in place in a local area should also be observed.

### **3.20 I rent out a House in Multiple Occupation (HMO) and one of the tenants has the virus. Am I obliged to remove them or find my tenants another place to stay?**

- No. Nobody can be removed from their home because of COVID-19.
- Landlords are not obliged to provide alternative accommodation for tenants if others in the property contract the virus.
- You could help by, for example, closing non-essential communal space where it would not be possible to maintain social distancing (e.g. small shared spaces for use by more than one household).
- The Government has issued specific guidance on what to do if someone in your household has contracted the virus, including self-isolating the whole household for 14 days. You can find that guidance here: <https://www.gov.uk/government/publications/covid-19-stay-at-home-guidance/stay-at-home-guidance-for-households-with-possible-coronavirus-covid-19-infection>.
- Sections 3.8 and 3.9 of this guidance set out information for tenants living in shared accommodation. You may also wish to direct your tenants to Government guidance on cleanliness and hygiene for non-medical locations here: <https://www.gov.uk/government/publications/covid-19-decontamination-in-non-healthcare-settings>.

### **3.21 I rent out a House in Multiple Occupation which has an unoccupied room or has a tenant wishing to vacate their room soon. Can I admit or replace new tenants into my property where existing tenants will be continuing to reside?**

- The movement restrictions do not prevent people moving home. The government has issued guidance on how to minimise the risks of spreading the coronavirus when doing so which can be found at <https://www.gov.uk/guidance/government-advice-on-home-moving-during-the-coronavirus-covid-19-outbreak>.
- There may be additional risks involved in moving into a House in Multiple Occupation (HMO) at this time which is why it is important that all involved take reasonable precautions.

- During viewings, tenants that share a HMO are advised to stay out of indoor common areas, such as kitchens, bathrooms or sittings areas, during a viewing. If it is not a tenant's own private room that is being viewed they can also remain inside this room with the doors closed.
- HMO landlords always retain responsibility for the cleaning of common areas and are reminded to take particular care with respect to the conduct of visitors during viewings and [any cleaning that may be required before, during or after](#).
- Tenant safety should be landlords' and letting agents' first priority in this or any other move.

### **3.22 My property is in an area subject to selective or additional licensing. What is going to happen to it?**

- Government is encouraging local authorities to take a common-sense, pragmatic approach to enforcement during these unprecedented circumstances.
- This includes considering pausing the introduction of non-mandatory licensing schemes where this will allow limited resources to be focused where they are most needed.

### **3.23 I am a private landlord and my property is currently empty. How can I put my property to good use?**

- The Government has amended the coronavirus (COVID-19) regulations to make clear that people who wish to move home can do so. Revised guidance on moving home during the coronavirus (COVID-19) period in England is available here: <https://www.gov.uk/guidance/government-advice-on-home-moving-during-the-coronavirus-covid-19-outbreak>.
- The process of finding and moving into a new home will need to be different given those involved in the process will have to adapt practices and procedures to ensure that the risk of spread of coronavirus is reduced as far as possible.
- Landlords are also encouraged to contact their local authority homelessness departments or private rented sector procurement team who can speak with you about renting your property to a homeless household which may guarantee you an income during this time.

### **3.24 I have a problem with anti-social behaviour in my property. Given that evictions are currently suspended, what other steps can I take to address the problem?**

- Landlords should initially seek to discuss the issue constructively with their tenants to resolve the matter. This could include trying to understand the reasons behind the problems that are causing the complaints and agreeing on a plan to address them.

- If this isn't successful, then both private and social landlords can work with their local authority and other local agencies to address anti-social behaviour in their property. Local authorities and the police have powers to tackle anti-social behaviour available through the Anti-social Behaviour, Crime and Policing Act 2014. These include:
  - **Civil Injunctions** which are available to the police, local council and other local agencies on application to the courts and can impose restrictions or positive requirements on individuals who have engaged or threatened to engage in anti-social behaviour in order to prevent them from engaging in this behaviour;
  - **Community Protection Notices** which can be used by the police or the local authority to deal with ongoing problems or nuisances which are having a persistent or continuing and detrimental effect on the quality of life of those in the locality;
  - A **Closure Power** which the police and local authorities can use to close premises of which use has resulted in, or is likely soon to result in, nuisance and disorder and;
  - **Criminal Behaviour Orders** which can be issued by a court and impose restrictions or positive requirements on an individual convicted of a previous criminal offence, who has engaged in behaviour that has caused, or was likely to cause, harassment, alarm or distress.
- These powers and tools continue to be applicable during the period affected by coronavirus. You may wish to read the [statutory guidance for frontline practitioners on the use of powers to address anti-social behaviour](#).
- The provisions of the Coronavirus Act 2020 do not prevent a landlord from issuing notice to their tenant, nor from beginning possession proceedings by applying to the court once the three-month notice period expires. However, where a landlord does choose to serve a new notice seeking possession for anti-social behaviour, they will need to comply with the Coronavirus Act by providing three months' notice. When the notice has expired, landlords are still able to apply to the court for an order for possession but will not be able to progress their possession claim before 24 August 2020.
- In light of the unprecedented circumstances presented by coronavirus, we continue to advise landlords not to commence new notices seeking possession during this challenging time without a very good reason to do so. Eviction of a tenant should only be used as a last resort, where the measures described above fail to resolve the problem.
- If you require advice on individual cases you should seek your own legal advice or contact a free impartial advice service such as [Citizens Advice](#). You can also contact [ASB Help](#) who can provide specific advice on dealing with anti-social behaviour.

