HOMEFINDERS

Estate & Letting Agents

FOR LANDLORDS · NORTH & EAST LONDON

Landlord Frequently Asked Questions

Straight answers on lettings law, compliance and how we look after your property — fully updated for the Renters' Rights Act.

UPDATED AUGUST 2026

Renters' Rights Act

What changed on 1 May 2026, and what it means for your tenancy, your rent and getting your property back.

Compliance made simple

Certificates, licensing and the new PRS Database — tracked and chased by our dedicated Compliance team.

Rent, paid on time

Payment runs every Thursday, Friday and the first working day of the month, paid same day.

What’s inside

WHO LOOKS AFTER YOUR PROPERTY

Rents & Renewals

Rent collection, payment runs, statements, arrears and annual rent reviews.

Compliance

Gas, electrical, EPC, alarms, licensing and PRS Database registration — tracked and chased before they expire.

Maintenance

Repairs, contractors, inspections and 24/7 emergencies, with our in-house team.

KEY DATES AT A GLANCE

1 May 2026	Renters' Rights Act in force — tenancies became periodic, Section 21 abolished
1 May 2026	Hackney selective and additional licensing schemes begin
31 May 2026	Deadline for sending existing tenants the Government information sheet
From late 2026	PRS Database opens, on a regional roll-out
1 October 2029	New EPC methodology replaces the current rating system
1 October 2030	EPC C becomes the minimum for privately rented homes
2035	Decent Homes Standard applies to the private rented sector

01 Finding Tenants

Where will you advertise my property?

At Homefinders we embrace the latest technology to make sure your property gets maximum exposure, and in doing so secures a faster let. Professional photographs, 3D virtual tours and detailed floorplans come as standard on all our listings, at no additional cost to you. As well as advertising on Rightmove, Zoopla, OnTheMarket, Prime Location and over 100 other portals, we have an extensive database of tens of thousands of applicants looking for their next home — many of whom we can contact the same day your property goes live.

How is the asking rent decided, and can I accept a higher offer?

No. Since 1 May 2026 it has been unlawful to invite, encourage or accept offers above the advertised rent. Every property must be marketed at a stated rent, and that figure is the ceiling for the rent you can agree at the start of the tenancy (it can still be increased later through the proper process). Breaching the rental bidding ban can result in a civil penalty of up to £7,000. This makes getting the asking rent right at the outset more important than it has ever been — our lettings team will give you an honest, evidence-based valuation rather than an inflated figure that leaves the property sitting empty.

Should I be present for the viewings?

It is up to you; however, most prospective tenants feel more at ease when the owner or current tenant is not in. It is far more efficient for you to supply us with a set of keys so we can gain access as and when needed, especially for vacant properties.

What checks will you do on prospective tenants?

Once you have accepted an offer we start the referencing process. We check affordability and reliability by contacting the applicant's employer and current landlord, and we carry out a credit check and Right to Rent check. Once we have collated all the information you will be provided with a report, together with supporting documents, to review before making a final decision.

Can I say no to tenants on benefits, or to families with children?

No. Blanket bans on tenants who receive benefits or who have children are unlawful, and terms in mortgages or insurance policies that try to impose them are no longer enforceable (existing insurance policies are generally exempt until renewal). You are still entitled to choose a tenant on affordability and referencing grounds — you simply cannot rule someone out because of their income source or family status. We assess every applicant on the same criteria, which keeps you compliant and widens your pool of good tenants.

02 Your Tenancy Agreement and the Renters' Rights Act

What actually changed on 1 May 2026?

The Renters' Rights Act 2025 came into force and reshaped how tenancies work in England:

- Assured shorthold tenancies (ASTs) no longer exist. All assured tenancies — including those signed years ago — are now periodic, rolling from one rent period to the next.
- Fixed terms are gone. There is no six or twelve month lock-in, and no such thing as a renewal.
- Section 21 "no fault" notices have been abolished. Possession is only available through Section 8 grounds.
- Rent increases must follow the statutory Section 13 process.
- Tenants have a right to request a pet, rental bidding is banned, rent in advance is capped, and discrimination against benefit claimants and families is unlawful.

Every tenancy we set up is on a compliant, up-to-date agreement, and we serve the written statement of terms that the law now requires.

My tenant is on an old agreement — do I need to do anything?

The conversion happened automatically, so there is no new contract to sign. However, landlords were required to send existing tenants the Government's Renters' Rights Act information sheet by 31 May 2026, and to provide a written statement of terms where the tenancy was only ever verbal. Failure to do so can attract a penalty of up to £7,000. If you are not certain this was done on your property, speak to us — for managed properties our Compliance team has handled it on your behalf.

If there is no fixed term, how long will my tenant stay?

The tenancy runs until someone ends it. A tenant must give at least two months' written notice, expiring at the end of a rent period, and cannot be tied in beyond that. In practice, the North and East London tenants we place stay because the property is well managed and fairly priced, not because a contract obliges them to. The upside for you is that a tenancy no longer lapses into limbo at the end of a term, and there are no renewal fees.

How do I get my property back if I need to?

You serve a Section 8 notice using one of the statutory grounds. The ones landlords use most are:

- Ground 1A — you are selling the property. Four months' notice, and it cannot take effect in the first 12 months of the tenancy.
- Ground 1 — you or a close family member intend to move in. Four months' notice, with the same 12-month protected period.
- Ground 8 — the tenant is at least three months in arrears, both when the notice is served and at the hearing. Four weeks' notice.
- Ground 14 — anti-social behaviour. Proceedings can be started immediately.

After using Ground 1 or 1A you cannot re-let or re-market the property for 12 months, so these grounds should not be used speculatively. If a tenant does not leave, possession has to be granted by the court. We will guide you through the process and put you in touch with the right solicitor where it is needed.

03 Compliance & Regulations

What are my responsibilities as a landlord?

The lettings industry is under constant review, and the pace of change since the Renters' Rights Act has been considerable. In broad terms you must: carry out Right to Rent checks; provide the required documentation before the tenant moves in; keep the property fit for human habitation, safe and free from hazards; keep gas, electrical and fire safety certification current; protect the deposit; and hold any licence your council requires. Where we manage your property, our dedicated Compliance team tracks every certificate, licence and renewal date for you and chases them before they expire, so nothing lapses without you hearing about it first.

Do I need a licence to rent out my property?

Very possibly. Across most of the boroughs we cover, licensing applies to a large share of privately rented homes. Hackney introduced new selective and additional licensing schemes on 1 May 2026, which bring the great majority of the borough's private rented homes into scope — roughly £925 for a single-household property and around £1,400 for an HMO. Renting without a required licence now risks a civil penalty of up to £40,000, a rent repayment order of up to 24 months' rent, and restrictions on possession. Requirements vary by borough and change often, so please get in touch and our Compliance team will confirm what your property needs. They handle the whole application for you, and we can act as the UK-based representative for overseas landlords.

What is the PRS Database, and do I have to register?

The Private Rented Sector Database is the new national register created by the Renters' Rights Act. Landlords will need an entry for themselves and a separate entry for each rented dwelling, and once the scheme is live in your area it will be unlawful to market or let an unregistered property. Registration is also tied to your ability to use certain possession grounds. Roll-out is regional and begins from late 2026, with penalties of up to £7,000 for a first breach and up to £40,000 or prosecution for repeat or serious breaches. Our Compliance team is preparing registrations for all our managed landlords and will contact you when your area opens.

How often do I need to check the gas appliances and supply?

Gas appliances and flues must be checked every 12 months by a Gas Safe registered engineer, and the certificate given to the tenant at the start of the tenancy and within 28 days of each subsequent check. This is not included in the let or management of your property, but our Compliance team can instruct an engineer on your behalf and will prompt you when the renewal is due — please refer to our Letting & Management T&Cs for our fees and additional charges.

Do I need an EPC, and is the minimum rating changing?

Yes. You must provide a valid Energy Performance Certificate, and it is currently illegal to let a property rated below E. That standard is rising: from 1 October 2030 privately rented homes in England will need to reach EPC C or hold a valid exemption. Spending is capped at £10,000 per property (or 10% of value for homes worth under £100,000), and money spent since 1 October 2025 counts towards it. The way ratings are calculated is also being replaced from October 2029, so an upgrade done now under the current methodology can protect your position for the life of the certificate. If your property sits at D or E, it is worth planning the works rather than waiting — our Compliance and Maintenance teams can advise on what will move the rating most cheaply and carry out the work for you.

Do I need an electrical certificate?

Yes. Every tenancy requires a satisfactory Electrical Installation Condition Report (EICR) carried out by a qualified person, renewed at least every five years. A copy must be given to the tenant, and to the council within seven days if requested.

What about smoke and carbon monoxide alarms?

You must fit a smoke alarm on every storey used as living accommodation, and a carbon monoxide alarm in any room containing a fixed combustion appliance (gas cookers excepted). Alarms must be tested and working on the day the tenancy starts. Where we manage the property, our Maintenance team checks them at every inspection.

Is it compulsory to have an inventory?

If you take one of our management services with rent protection you must have an inventory, otherwise the policy will be void. On our Value Managed or Let Only services it is not compulsory — but without one it is close to impossible to justify a deposit deduction at the end of the tenancy, so we strongly advise you get one. Homefinders can carry this out for you; please refer to our Letting & Management T&Cs for our fees and additional charges.

04 Management & Rent Payments

Who should I contact about my property during the tenancy?

We want dealing with us to be hassle free and as straightforward as possible, so your property is looked after by three dedicated teams rather than one generalist:

- **Rents & Renewals** — rent collection, payment runs, statements, arrears and rent reviews.

- **Compliance** — gas, electrical, EPC, alarms, licensing and PRS Database registration, with renewal dates tracked and chased before they expire.
- **Maintenance** — repairs, contractors, inspections and 24/7 emergencies, supported by our in-house team of builders and handymen.

It means whoever picks up the phone is a specialist in the thing you are calling about, and nothing sits in one person's inbox while they are on holiday. Your tenant deals with the same teams, which keeps the communication channels clean.

When can I expect the rent?

Where the property is managed by Homefinders we collect the rent on your behalf and our Rents & Renewals team runs payments every Thursday, every Friday, and on the first working day of each month. Any rent that has cleared into our account by one working day before a run goes out on that run. Payments are made same day — there is no waiting around for banks to process, and no holding period on cleared funds. You will receive a text confirming the payment along with a statement of accounts by email. Landlords on our Premium Plus (Rent on Time) package are paid on the scheduled run whether the tenant pays late or not at all. If a property is not managed by us, we will encourage your tenant to set up a standing order at the start of the tenancy.

What if my tenant does not pay the rent?

All our tenants go through stringent referencing and affordability checks. In the event a payment is missed and your property is managed by Homefinders, our Rents & Renewals team picks it up straight away and contacts the tenant — chasing arrears is their day job, and keeping good relations with tenants is what gets most of them cleared quickly. If you have opted for our Premium Plus (Rent on Time) service you are not affected, as we pay the rent whether the tenant pays or not. Where arrears become serious, the mandatory ground for possession now requires three months' arrears at the date of the notice and at the hearing, so early action matters more than it used to.

Can I increase the rent?

Yes, but only through the statutory route. Rent review clauses can no longer be used. An increase must be served on the prescribed Section 13 notice (Form 4A), can only take effect once in any 12-month period, requires two months' notice, and must be no more than the open market rent. Your tenant can challenge it at the First-tier Tribunal for a £47 fee; the Tribunal can confirm or reduce the proposed rent but cannot set it higher. In practice that means a well-evidenced, market-realistic increase stands, and an ambitious one invites a challenge. Speak to our Rents & Renewals team first — they review managed properties as a matter of course, will benchmark yours against what is actually letting locally, serve the notice correctly, and manage the conversation with your tenant.

My tenant has asked to keep a pet — can I say no?

Only with good reason. Tenants now have the right to request a pet in writing, and you must respond within 28 days — extendable if you need further information from the tenant or the consent of a superior landlord — and you cannot refuse unreasonably. Reasonable grounds include a head lease that prohibits pets, a property that is genuinely unsuitable for the animal in question, or another occupant with a serious allergy. "I would rather not" is not a reasonable ground. You cannot charge a pet fee, take a higher deposit, or require the tenant to buy pet insurance. Our Rents & Renewals team will handle the request and respond within the deadline on your behalf. It is worth checking your own landlord insurance covers pet damage, and we will document the property's condition thoroughly at check in.

Who deals with repairs?

On managed properties, our dedicated Maintenance team does — with our in-house builders and handymen, which keeps costs down and response times short, plus 24/7 emergency cover. Repair standards are tightening: Awaab's Law, which sets strict deadlines for investigating and fixing damp, mould and other serious hazards, has applied to social housing since October 2025, and the Act extends it to the private rented sector with the timings to be set by regulations. A Decent Homes Standard for private rented homes is confirmed to apply from 2035. Dealing with disrepair promptly is already the cheapest way to protect both your property and your position.

05 Costs

What are your fees?

Our fees vary depending on the level of service you choose — Premium Plus (Rent on Time), Premium, Value Managed (Rent Collection) or Let Only. You can review the options on our website together with our Letting & Management T&Cs, or contact us to discuss.

Are there any other charges?

We can also carry out duties on your behalf such as inventories, gas, electrical and EPC certificates, and licensing applications. You will find the full list of additional services and charges at the end of our Letting & Management T&Cs, or feel free to contact us to discuss.

When are the fees due?

For managed properties we deduct a percentage in line with the service you choose, monthly. If you opt for our Let Only service, the letting fee is due upfront: we deduct our fee from the first month's rent and transfer the remainder along with the security deposit.

Now that tenancies are periodic, will I still be charged renewal fees?

No. Fixed terms and renewals no longer exist, so there is nothing to renew and no renewal fee to pay. Managed landlords simply continue on the same monthly percentage for as long as the tenancy runs. Our Rents & Renewals team still reviews your rent against the market each year and, where an increase is justified, serves the statutory notice for you at no extra cost.

What is your Guaranteed Rent scheme?

For selected properties within the M25 we take a lease of two to three years, usually working alongside London local authorities. We become your tenant: you receive the agreed rent on time whether or not the property is occupied, with no commission, no void periods and no tenant management. We inspect every three to four months, provide 24/7 emergency cover, and hand the property back in its original condition. Contact us to see whether your property qualifies.

06 Check Outs & Security Deposits

How much deposit can I ask for?

Security deposits remain capped at five weeks' rent where the annual rent is under £50,000, and six weeks' rent where it is £50,000 or more. A holding deposit is capped at one week's rent.

Can I ask for rent in advance?

Only limited amounts. You cannot ask for any rent before the tenancy agreement is signed, and once it is signed you can only require up to one month's rent in advance. Asking for six or twelve months upfront — a common approach with students, the self-employed and overseas tenants — is no longer permitted. Where affordability is borderline, a guarantor is now the route to take, and we will arrange this as part of referencing.

Do I have to register the tenant's security deposit?

Yes. You have 30 days from receiving the deposit to protect it in one of the three Government-backed schemes and to serve the prescribed information on the tenant. If you do not, a court can order you to repay or protect the deposit and to pay the tenant one to three times its value, and you will be on the back foot when it comes to agreeing deductions at the end of the tenancy. For managed properties we register the deposit at no additional cost to you.

Under what circumstances can I make a deduction?

The deposit covers unpaid rent and damage to the property and its contents. Fair wear and tear is to be expected during a tenancy. Where damage goes beyond that, you must avoid betterment: a landlord cannot be financially or materially better off at the end of a tenancy, so any charge must be apportioned, taking into account the age, quality and condition of the item at the start of the tenancy, its average lifespan, and the length of the tenancy. For all managed properties our Rents & Renewals team advises on proposed deductions and, on your instruction, puts them to the outgoing tenant.

How long do I have to propose deductions?

Move quickly. There is no fixed statutory deadline for proposing deductions, but once you and the tenant have agreed the figure the balance must be repaid within 10 days — and if you cannot agree, either party can refer the matter to the scheme's adjudicator. Delay is what causes disputes, so we aim to put proposed deductions to the outgoing tenant within days of the check out.

What happens if we cannot agree on the proposed deductions?

The case goes to the free dispute resolution service of the scheme protecting the deposit. An independent adjudicator reviews all the evidence — check in and check out reports, photographs, invoices — and decides the appropriate remedy. Their decision is final, which is why the quality of your inventory and check out report matters more than the strength of your argument.

Do I need to get a check out done?

It is best practice to have one done once the tenant has vacated. If you plan on making deductions it is vital supporting evidence, as it can be compared directly against the check in report.

Do I need to be present for the check out?

No. Once one of our clerks has compiled the check out report, our Rents & Renewals team will compare it against the check in report and share their findings with you.

Who will inform the utility providers my tenant has moved?

The outgoing tenant is responsible for informing the relevant utility providers that they have moved, and for settling any unpaid bills at the end of the tenancy. Where the property is managed by Homefinders we also notify the relevant providers at the beginning and end of every tenancy.

Still have a question?

Lettings law has changed more in the last two years than in the previous twenty, and no FAQ page can cover every situation. Give us a call on 020 8533 6461 or contact us through the website and we will talk it through with you.

Contact the team | Book a free valuation | Our landlord services

These FAQs are a general guide, correct as at August 2026, and are not legal advice. Rules differ in Wales, Scotland and Northern Ireland, and requirements vary between London boroughs.