



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 provides protection to social and private tenants by delaying when landlords can start proceedings to evict tenants. The provisions of the Coronavirus Act 2020, that increased the required notice period length, were initially due to expire on 30 September 2020 but have now been extended through legislation to 31 March 2021.

This means that from 29 August 2020, with the exception of the most serious cases, landlords will not be able to start possession proceedings unless they have given their tenants six months-notice. These serious cases include those in relation to anti-social behaviour (including rioting), domestic abuse, fraud and where a tenant has accrued rent arrears to the value of over six months' rent.

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

As well as the provisions in the Coronavirus Act, the current stay on housing possession cases in the courts has been further extended by 4 weeks. New or existing claims for possession will not be able to proceed before 21 September 2020.

This does not stop landlords from issuing notice to their tenants, nor does it prevent them from beginning proceedings by applying to the court once the notice period expires. However, claims will not be progressed before 21 September 2020.

We continue to strongly advise landlords not to serve 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

Rent and mortgage payments

1.1 As a tenant, should I stop paying rent during the pandemic?

- 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.
- You can find details of support and advice available here: <https://www.gov.uk/find-coronavirus-support>.

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 may be affected by legislation lengthening the notice period (see Section 1.8).
- Where 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 try to reach a mutually acceptable agreement to resolve their dispute, without the matter needing to go to court (see Section 1.17-1.20).
- 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 they are eligible for Legal Aid, they can also contact [Civil Legal Advice](#) for free and confidential advice.
- Local authorities can provide support for tenants to stay in their homes. If tenants are experiencing financial hardship, they 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.
- Further information on Government support for employers and employees can be found here: <https://www.gov.uk/government/collections/financial-support-for-businesses-during-coronavirus-covid-19>.
- If tenants are worried about being evicted and not having anywhere else to go, they should speak to their local authority. They can find information on how to contact their local council at: www.gov.uk/find-local-council.
- If tenants fall into financial difficulties due to a change in their employment or earnings, for example, they 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>.
- We have extended the provisions of the Coronavirus Act 2020, which means that from 29 August 2020, landlords will now be required to provide their tenants with six months' notice apart from in the most serious cases. These serious cases include those in relation to anti-social behaviour (including rioting), domestic abuse, fraud and where a tenant has accrued rent arrears to the value of over six months' rent. This will be in force from 29 August 2020 until at least 31 March 2021. If you are a landlord and require further information on the changes to notice periods, please see the [Technical Guidance on Eviction notices](#).
- 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 I'm a landlord. 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](#).

1.4 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 Coronavirus Act 2020, meaning their landlords will not be able to start possession proceedings unless they have given shared owners the required notice. There is further information about the provisions in the Coronavirus Act 2020 at section 1.8.
- 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.

1.5 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.
- Please check <https://www.gov.uk/coronavirus> for up to date information about the support available.

1.6 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 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 pandemic.

- 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.

1.7 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.

Seeking possession of a property

1.8 Protections for tenants under the Coronavirus Act 2020 - What has changed?

- The Coronavirus Act 2020 protects most tenants and secure licensees in the private and social rented sectors by putting measures in place that say that, in most cases, before starting court action landlords are required to give extended notice of intention to seek possession to their tenants. For notices issued between 26 March to 28 August 2020, the required notice period was three months. Notices issued during this period are unaffected by the changes outlined below.
- We have extended the provisions in the Coronavirus Act 2020 meaning that from 29 August 2020 landlords must provide six months' notice in most circumstances. This will be in force from 29 August 2020 until at least 31 March 2021. However, there are some serious cases where it is right that landlords are able to start progressing within a shorter timeframe. This is because of the pressures these cases place on landlords, other tenants and local communities.

These changes mean that from 29 August 2020:

- For notices in relation to anti-social behaviour, domestic abuse, rioting and false statement, the required notice periods have returned to their pre-Coronavirus Act 2020 lengths. In some cases, this means that proceedings for anti-social behaviour can be brought immediately. Notice periods on these grounds otherwise vary, depending on the type of tenancy and ground used, between two weeks and one month.
- Where at least six months of rent is unpaid, a minimum four-week notice period will be required. If less than six months of rent is unpaid, then the notice period is six months.
- Where a tenant has passed away or is in breach of immigration rules and does not have a right to rent a property in the United Kingdom then a minimum 3-month notice period is usually required.
- Where a social tenant has an Introductory or Demoted Tenancy (used by Local Authorities), for cases concerning anti-social behaviour (including rioting) and

domestic abuse, a four-week notice period will be required. Otherwise, notice periods for Introductory and Demoted Tenancies will be 6 months.

- A six-month notice period is required for all other grounds, including Section 21 notices and, as highlighted earlier, where accrued rent arrears are less than the value of six months' rent.
- At the expiry of the notice period, a landlord cannot force a tenant to leave their home without a court order. When the notice period expires, a landlord would 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.
- Where 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. While early mediation may be most beneficial in helping parties come to an agreement, this can take place at any point during the possession action process.
- For further information about possession proceedings during the coronavirus outbreak, please see [Technical Guidance on eviction notices here](#).

1.9 I'm a landlord and I have served a Section 21 Notice on my tenants- How long is the notice valid for?

- Where a landlord gives a tenant a valid Section 21 notice after 29 August 2020, the notice will now remain valid for an extended period:
 - 10 months from the date it is given to the tenant, where Section 21(4D) applies; or
 - 4 months from the date specified in the notice as the date after which possession is required, if Section 21(4E) applies.

1.10 I have previously served my tenant with a notice and have now done so again. Which notice is valid?

- If a landlord wishes to serve a new notice in order to take advantage of the new shorter notice periods required for certain serious cases, they should, where they are issuing a new notice of the same type, withdraw the first notice before they serve a new notice.
- Landlords may find it helpful to seek independent legal advice regarding these matters.

1.11 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 tenants to end the tenancy by giving less notice than allowed for in the tenancy agreement or permitting them to end the tenancy before the fixed term expires.
- Technically, tenants are liable to pay the rent for the whole of the contractual notice period, or for the whole of the fixed term but, if a new tenant can be found quickly, allowing the agreement to end early need not cause you to suffer any loss.
- Landlords can charge a fee to tenants if the tenant wishes to end the tenancy early, although this fee must not exceed the loss incurred by the landlord or reasonable costs to the landlord's letting agent if they are using one. The [Government's guidance on the Tenant Fees Act](#) contains more information.

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

- If landlords believe that their tenant has left the property but has not surrendered the tenancy – by, for example, notifying them in writing and/or returning the keys – they should verify that they have left the property before taking any further action.
- Landlords 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 they are still unable to locate their tenant, they 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. Landlords 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 landlords change the locks or enter the property and have not got confirmation that their tenant has left, a court may find that they have evicted their tenant illegally.
- Where 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. While early mediation may be most beneficial in helping parties come to an agreement, this can take place at any point during the possession action process. Please see sections 1.17-1.20 for further information about mediation.

1.13 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). Landlords of those on licences to occupy

should follow the same guidance and work with renters who may be facing hardship as a result of the response to COVID-19.

- 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. Please check <https://www.gov.uk/coronavirus> for up to date information about the support available.

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

- The Coronavirus Act 2020 requires landlords to provide an extended period of notice before bringing court action for possession of a property in the private and social rented sectors in almost all circumstances. For notices issued between 26 March to 28 August 2020, the minimum notice period was three months. For notices issued on or after 29 August 2020, landlords must provide six months' notice in most circumstances. Please see Section 1.8 for further information about the recent extension of the provisions in the Coronavirus Act 2020.
- You may be covered by this 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.

1.15 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.
- We have published a property guardian factsheet to enable potential or current property guardians to understand their rights and the difference between a licence and a tenancy. This can be found at: <https://www.gov.uk/government/publications/property-guardians-fact-sheet>
- However, individual agreements and circumstances will vary, and so property guardians should take their own legal advice in order to fully understand their rights and responsibilities. Property guardians can get free legal advice from their local housing advice centre, or [Citizens Advice](#).

1.16 Do I have to move out if my landlord does not have a court order?

- In the context of the coronavirus pandemic, we are encouraging landlords and tenants to resolve disputes without going to court wherever possible. For example, if tenants are in rent arrears, they could agree to a repayment plan with their landlord. Landlords may accept a lower level of rent or agree a plan to pay off arrears at a later date and not seek possession action through the courts for a period of time.
- If disputes over rent or other matters persist, landlords and tenants are encouraged to consider mediation, where an independent third-party assists those involved to try to reach a mutually acceptable agreement to resolve their dispute, without the matter needing to go to court. While early mediation may be most beneficial in helping parties come to an agreement, this can take place at any point during the possession action process.
- Where a landlord does issue a notice seeking possession, it is important to seek advice as soon as possible. In most cases, leaving the property before the eviction notice expires will be the most appropriate course of action. If this is not possible, the landlord can apply to the court for a Possession Order. Possession proceedings are currently suspended. Your landlord will still be able to start a claim, but they will not be able to progress their claim applying for a possession order until 21 September 2020.
- Even where the Protection from Eviction Act does not apply, a landlord cannot use violence or threat of violence to evict someone. Landlords must follow strict procedures if they want a tenant to leave a property, depending on the [type of tenancy agreement](#) in

place and the terms of it. If they do not follow these procedures, they may be guilty of illegally evicting or harassing a tenant.

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.

1.17 How does the mediation process work?

- If you have a disagreement with your landlord or tenant, you should try to discuss it with them as early as possible. If there is a disagreement between a landlord and tenant that can't be resolved by them speaking to each other directly, it may be helpful to use a mediator or mediation service. Tenants should also consider speaking to a free, impartial advice service, such as Citizens Advice.
- A mediator is an impartial person who helps both sides work out an agreement. The mediator is neutral and will not make any judgment on the rights or wrongs of the case. The role of the mediator is to help you and the other party negotiate an agreement.
- Mediation is a voluntary process, so both parties involved need to want to use the service. In mediation, each side can sum up the main points of their case and think about what the other side has to say. A mediator helps both parties to consider whether they can both reach agreement about how the dispute could be settled.
- Mediation can, in some cases, avoid the need for court action. However, where cases are brought to court, mediation can still help to resolve the dispute. Duty solicitors and other legal professionals can help support both parties to reach resolution without the need for a full hearing.
- Local authorities may also be able to support negotiations between a landlord and tenant. If anyone is at risk of homelessness, their local authority has a duty to work with them to help prevent them becoming homeless. The relevant local authority can be found here: [Find your local council](#).

1.18 What kind of disagreements can mediators help with?

- Mediators or mediation services will have their own specialities, and it is important to discuss the specifics of the case with them to check they are able to help. However, mediators dealing with disputes between landlords and tenants will generally be able to help with a range of common issues including rent arrears and contractual disagreements.
- No mediator can guarantee a successful result – both parties need to work constructively to reach an agreement – and in some cases, such as where a landlord or tenant is behaving criminally, mediation is not an appropriate solution.

1.19 What are the benefits of mediation?

- Mediation can be quicker and less expensive than taking court action. It leaves the tenant and landlord, rather than a court, in charge of the outcome. Settling a dispute early can also help to avoid a breakdown in relations between the tenant and landlord and let them move forward with the tenancy.

1.20 How do I contact a mediation service?

- There are several mediation and advice services, as well as individual mediators, who specialise in private rented sector disputes. There is no single list of suitable mediators in specific areas, but it may be useful to check:
 - online;
 - with a consumer advice service;
 - with your local council; or
 - with a legal professional.

2 Court action on housing possession cases during the coronavirus outbreak

- The existing suspension of ongoing and new housing possession claims – which means that courts will not hear any claims for possession – has now been further extended until 20 September 2020. This means that no action to evict a tenant will be able to take place until 21 September 2020.
- Most private and social renters, as well as those with mortgages and those with licenses covered by the Protection from Eviction Act 1977 cannot be evicted without a court order. The suspension of housing possession claims means that these renters cannot be evicted 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?

- Until 21 September 2020 possession proceedings are stayed. This means that even if your landlord has already commenced court-action they will not be able to make you move before that date. 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 21 September 2020 your landlord may still be able to start court-action (provided that they have complied with the notice requirements). However, until that date, the landlord will not be able to progress the court-action needed 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 notice period expires. However, the suspension of court proceedings means that most claims will not be progressed before 21 September 2020. 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 notice period, 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 means that most claims for possession cannot be progressed before 21 September 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 the notice period, 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 21 September 2020.
- The legislation covering notice periods has been extended and is in force until 31 March 2021. Please refer to Section 1.8 for further information.

2.6 When courts resume considering possession cases, what new arrangements will be in place?

- New court rules have been agreed, which will come into force when the courts restart possession proceedings on 21 September 2020. Landlords will be required to set out in their possession claim any relevant information about a tenant's circumstances, including information on the effect of the COVID-19 pandemic. Where the claim relates to rent arrears, landlords will also need to provide an updated rent account for the previous two years in advance of the hearing.

- Where this information is not provided, judges will have the ability to adjourn proceedings.
- If a landlord made a possession claim to the court before 3 August 2020, they will be required to notify the Court and their tenant that they still intend to seek repossession before the case will proceed, including in section 21 cases. A reactivation form will be made available to support landlords in doing this.
- When proceedings start again, Courts will prioritise the most urgent cases including those for anti-social behaviour, domestic abuse and fraud.
- Where a warrant for possession has been issued by the courts, bailiffs will be required to provide notice of the eviction date to the tenant. The notice will include information on how the tenant can apply to suspend the eviction and where to go to for advice.
- 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 appropriate, if disputes over rent or other matters persist, landlords and tenants are encouraged to consider mediation. For further information on mediation, please see sections 1.17-1.20.
- More detailed guidance on using the courts and the new arrangements will be made available in advance of possession proceedings starting again.

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 COVID-19 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.

The shielding programme was paused on 1 August. Clinically extremely vulnerable groups or shielding households can now permit landlords and contractors to carry out routine repairs and inspections, providing that the [latest guidance on staying alert and safe \(social distancing\)](#) is followed. Landlords should be aware that some tenants may still want to exercise caution and take this into account when engaging with their tenants. It is important that any work is carried out in accordance with the latest [guidance on working safely in people's homes](#) and [guidance for individuals who were shielding](#).

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.

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 tenant's home unless it is to remedy a direct risk that affects their safety or the safety of their household.

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. Further guidance on visits to properties to make repairs can be found here: <https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/homes>.
- If tenants are not self-isolating, they can allow local authorities, landlords or contractors access to their 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 they are self-isolating, no work should be carried out in a tenant's home unless it is to remedy a direct risk that affects their safety or the safety of their household. These are issues which will affect their ability to live safely and maintain their mental and physical health in their 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.
- The shielding programme was paused on 1 August. Clinically extremely vulnerable groups or shielding households can now 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.
- Landlords should be aware that some tenants may still want to exercise caution and take this into account when engaging with their tenants. It is important that any work is carried out in accordance with the latest [guidance on working safely in people's homes](#) and [guidance for individuals who were shielding](#).
- Where restrictions are put in place in a specific local area, any local advice should also be observed. Unless specifically permitted, no work should be carried out in a tenants' home unless it is to remedy a direct risk that affects their safety or the safety of their household.
- Tenants must continue to meet their legal and contractual obligations as a tenant, including paying rent. Section 1 of this document provides guidance for those who are experiencing difficulties paying their rent.

3.2 I was shielding. Can I now let someone into my home for routine repairs and maintenance work?

- Landlords and contractors can visit a tenants' 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 were shielding](#).
- If tenants choose to allow tradespeople into their home, prior arrangements should be made to maintain appropriate social distancing during the visit. They can refer to the latest [guidance for individuals who were shielding](#).
- Government guidance on cleaning homes to minimise the risk of infection can be found here: <https://www.gov.uk/government/publications/covid-19-decontamination-in-non-healthcare-settings>.
- Local restrictions may also be in place and relevant local advice should also be observed.

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 a tenant is clinically extremely vulnerable and has been shielding, they should inform their landlord. Before undertaking the check, prior arrangements should be made to ensure that appropriate social distancing is maintained during the visit.
- If a tenant is self-isolating, they should inform their landlord. The gas safety check can be delayed until after their isolation period has ended. The 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. Local restrictions may also be in place and relevant local advice should also be observed.

- The shielding programme was paused on 1 August. Where tenants have been determined clinically extremely vulnerable and were shielding, landlords and tenants are now able to conduct viewings, but 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.
- Updated guidance on shielding and protecting people who are clinically extremely vulnerable to COVID-19 can be found [here](#). Please note that all shielding guidance is advisory.
- 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 those involved 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. Extremely clinically 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 tenants decide to move out of their rented accommodation, they must comply with their tenancy requirements including on giving notice. This will usually involve informing the landlord in writing of their intention to vacate. The tenancy agreement should say how much notice tenants must give the landlord if they want to leave— one month's notice is typical.

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

- Yes. There is no restriction on people moving permanently into new shared accommodation e.g. a shared flat or house in multiple occupation. 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 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 Can I move into my student accommodation?

- Moves into houses in multiple occupation (HMOs) and student accommodation are not prohibited.
- Where students are moving into new shared accommodation, such as a shared flat, HMO or student accommodation for the new academic year, this will become the private dwelling where they are living for the purposes of any guidance. People who live in shared accommodation should continue to follow the relevant rules and guidance on meeting people from outside of your household when meeting people you do not live with.
- Everyone involved in the moving process must follow the [latest guidance on staying alert and safe \(social distancing\) to minimise the spread of the virus](#). Letting agents, universities and accommodation providers should also consider how best to conduct tenancy check-ins for new tenancies agreed while broader measures remain in place.
- Guidance on moving home during the coronavirus (COVID-19) period can be found [here](#).

3.8 What if I want to vacate the property before the end of my tenancy agreement?

- Tenants must continue to provide notice as required in their tenancy agreement if they need to leave their tenancy. If they need to vacate the property before any agreed departure date, they should speak to their landlord.
- Tenants 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 tenants a fee if they 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 tenants leave, they should return all sets of keys to the property to their landlord and clear the property of their possessions.

3.9 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 tenants live with another person with whom they 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 tenants 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.
- Government guidance on cleaning homes to minimise the risk of infection can be found 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 a tenant shares with people who they are not related to and develop symptoms of coronavirus (COVID-19), they should self-isolate at home for 10 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 10 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 their home.

3.10 What should I do if I am clinically extremely vulnerable, was shielding, and I live in rented accommodation with other people?

- The shielding programme was paused on 1 August. However, those who were shielding 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.
- They may also 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, they 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 to COVID-19](#). Please note that all shielding guidance is advisory.

3.11 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).
- Those who develop symptoms of coronavirus, should not use these facilities, regardless of whether they remain open. For people who were shielding or clinically vulnerable, please refer to the latest guidance for [individuals who were shielding](#).
- Non-essential communal space does not include shared kitchens, bathrooms, lavatories or sitting rooms. If tenants share essential communal space, they 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>.

3.12 What should I do if I am extremely clinically vulnerable and was 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 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.
- Local authorities may also be able to use their enforcement powers to require their landlord to remedy a serious overcrowding hazard.
- The shielding programme was paused on 1 August. However, some clinically extremely vulnerable tenants may want to continue to observe social distancing. In these cases, landlords should do what they can to help tenants achieve this.
- Please refer to the [guidance on shielding and protecting people who are clinically extremely vulnerable from COVID-19](#).

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

- If tenants have already attempted to resolve instances of anti-social behaviour or feel uncomfortable resolving the matter, they should contact their landlord, the local authority and the police to report anti-social behaviour. Information on how to contact the relevant 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>. [ASB Help](#) can also 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 the tenant causing the problem lives 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. Tenants should therefore contact the local authority regarding their concerns.
- If anyone feels threatened by someone's behaviour, they should **always** contact the police.
- For anyone who has reported persistent anti-social behaviour to any of the main responsible agencies (such as the council, police, housing provider), they have the right to request a formal case review, also known as the [Community Trigger](#), where a locally defined threshold is met. The [local police](#) or [local council](#) will be able to provide further information about the Community Trigger process in the area.

Landlords

3.14 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.
- Landlords or contractors are able to 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 and unless specifically permitted, no work should be carried out in the property unless it is to remedy a direct risk that affects the safety of the tenant(s).
- The shielding programme was paused on 1 August. Landlords and contractors can now carry out routine repairs and inspections in households with clinically extremely vulnerable occupants that have been shielding. 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](#).

3.15 What about works on empty and void properties to prepare them for being let?

- 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.

3.16 What about works to the exterior of properties, and to external communal areas?

- 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.
- Any advice on the measures that remain in place in a local area should also be observed.

3.17 What about planned maintenance to the property?

- 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 and unless specifically permitted, 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.
- The shielding programme was paused on 1 August. Landlords and contractors can now 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](#).

3.18 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.
- The shielding programme was paused on 1 August 2020. Landlords and contractors can now carry out both routine and essential repairs in households that were 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 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](#).

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.
- The shielding programme was paused on 1 August. Where tenants have been determined clinically extremely vulnerable and were shielding, landlords and tenants are now able to conduct viewings, but 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.

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 within 28 days or a shorter period if specified in the report. Written confirmation of the completion of the remedial works from the electrician must be supplied to the tenant and the local authority within 28 days of completion of the works.

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.

A landlord could show reasonable steps by keeping copies of all communications they have had with their tenants and with electricians as they tried to arrange the work, including any replies they have had. Landlords may also want to provide other evidence they have that the installation, appliance or flue is in a good condition while they attempt to arrange works.

3.20 What about the risk of catching the virus (COVID-19)?

- Landlords must follow sensible precautions to keep themselves safe when they or contractors or others are visiting the property. Landlords 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>.

3.21 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.
- Landlords 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 the household has contracted the virus, including self-isolating the whole household for 14 days. The guidance can be found 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 3.9 and 3.10 of this guidance set out information for tenants living in shared accommodation. Landlords may also wish to direct their 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>.

3.22 I rent out a House in Multiple Occupation (HMO) 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?

- Moves into HMOs are not prohibited. 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 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 sitting 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. Where restrictions are put in place in a specific local area, any local advice should also be observed.

3.23 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.
- Local authorities should base licensing interventions on assessment of risk.

3.24 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 the spread of coronavirus is reduced as far as possible. Where restrictions are put in place in a specific local area, any local advice should also be observed.
- Landlords are also encouraged to contact their local authority homelessness departments or private rented sector procurement team who can speak to them about renting their property to a homeless household which may guarantee them an income during this time.

3.25 I have a problem with anti-social behaviour in my property. Other than eviction, what steps can I take to address the problem?

- 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 below fail to resolve 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](#).
 - We have extended the provisions of the Coronavirus Act 2020, meaning that from 29 August 2020, landlords must provide six months' notice in most circumstances where they wish to repossess their property.
 - However, in certain cases, it is important that landlords can progress cases within shorter timeframes. Anti-social behaviour in properties can place undue pressure on landlords, other tenants and local communities. Therefore, from 29 August 2020, for notices in relation to anti-social behaviour, domestic abuse and rioting, the required notice periods have returned to their pre-Coronavirus Act 2020 lengths. In some cases, this means that proceedings for anti-social behaviour can be brought immediately. Notice periods on these grounds otherwise vary, depending on the type of tenancy and ground used, between two weeks and one month. Please see the [Technical Guidance on eviction notices](#) for further information.
 - When the required notice period has elapsed, landlords will be able to apply to the court for an order for possession.
 - If advice is required on individual cases those involved should seek their own legal advice or contact a free impartial advice service such as [Citizens Advice](#). [ASB Help](#) can also be contacted who can provide specific advice on dealing with anti-social behaviour.

