

## 1. Introduction

The Immigration and Asylum Act 1999 places a duty on a landlord (or tenant taking in a lodger), to carry out a right to rent check before letting a property. These checks must be undertaken on all tenants aged 18 or over to ensure they are legally entitled to rent the property in the United Kingdom.

## 2. The code of practice on fines

2.1 The Immigration and Asylum Act 1999 updates its code of practice for landlords as amended by the Immigration and Asylum Act 2024. The latest version was published in January 2024. Landlords should be aware of the updates, and in particular, changes to the civil penalty rates. Further information can be obtained from the Home Office website.

## 3. What is required

3.1 Right to rent checks should be performed without regard to race, religion, or any other protected characteristics or equality as specified in the Equality Act 2010, on all tenants aged 18 or over, on all occasions when the property is let.

3.2 The scheme applies to all tenancies where the property being let will be the main or only residence. The scheme does not apply to long leases, holiday lets, or student accommodation.

## 4. Transfer of responsibility

4.1 Responsibility for conducting a right to rent check can be transferred from a landlord to an agent to undertake a right to rent check. There are circumstances where responsibility for compliance with the scheme can be transferred as follows:

4.1.1 A landlord can appoint an agent to conduct right to rent checks on your behalf. Further information on this topic can be found [here](#).

4.1.2 A landlord who frequently sub-lets and authorises occupation, then becomes responsible for occupation by the subtenants and sub-tenants for the purposes of the scheme. They may be liable for a civil penalty if they do not undertake the prescribed checks and allow occupation by those who do not have the right to rent.

4.1.3 A landlord who sub-lets and becomes a landlord, they can ask their subtenant (the "new landlord") to agree to accept responsibility for sub-tenants and any contraventions of the scheme. The new landlord will then be responsible for conducting right to rent checks and any liability for a penalty. This should be an agreement in writing.

4.1.4 A landlord who lets a property with sitting tenants/occupiers, the new landlord should agree with the transferring landlord that right to rent checks will be undertaken and retain evidence, for example copies of checks, undertaken by the previous landlord. The landlord should ensure that a statutory excuse against penalty is maintained.

S

5. **Right to rent**

5.1 Under the Right to Rent Regulations 2015, all tenants will fall into two broad categories. The two categories are unlimited time limited right to rent.

5.2 Unlimited right to rent

5.2.1 Landlords must ensure that they do not let accommodation to persons or people who have an unlimited right to rent.

A

5.2.2 Landlords are not liable for a civil penalty if they let accommodation to persons who have the right of abode in the UK, or who have been granted temporary entry, permanent entry, permanent entry in excess of 90 days, permanent entry or have settled status, including via the Immigration Act 2014, and who have no time limit on their permission to stay in the UK.

5.2.2 Landlords are liable for a civil penalty if they let accommodation to persons who do not have the right to rent.

5.3 Time limited right to rent

5.3.1 Landlords who let accommodation to persons who do not have an unlimited right to rent will have a time-limited right to rent. Landlords must ensure that they do not let accommodation to persons who do not have a valid permission to stay, including pre-settled status. Persons who do not have a valid permission to stay will have a right to reside in the UK and will be liable for a civil penalty if they let accommodation to persons who do not have documentary evidence (physical or digital) to prove their right to reside in the UK.

M

5.3.2 Landlords are liable for a civil penalty if they let accommodation to persons who do not have a time-limited right to rent.

5.3.3 Landlords are not liable for a civil penalty if they let accommodation to persons who do not have a time-limited right to rent if they are permitted to occupy residential accommodation if they do not have the right to rent. This means they do not have a valid permission to stay. A landlord will normally be liable for a civil penalty if they let accommodation to persons who do not have the right to rent. A landlord will normally be liable for a civil penalty if they let accommodation to persons who do not have the right to rent. A landlord will normally be liable for a civil penalty if they let accommodation to persons who do not have the right to rent.

6. **How to perform checks from civil liability**

P

6.1 In order to avoid a civil penalty, landlords must establish what is termed a statutory excuse under section 24 of the Immigration Act 2014. Landlords who do not establish a statutory excuse are liable for a civil penalty for letting their property to persons who do not have the right to rent. Landlords can establish a statutory excuse by conducting checks on all adult tenants who do not have the right to rent. Landlords must do one of the following before commencing a tenancy:

L

6.1.1 Landlords must conduct a check on all proposed adult tenants. A breakdown of the checks required for List A and List B forms part of the Right to Rent Regulations 2015 and can be found [here](#).

6.1.2 Landlords must use Identity Document Validation Technology (IDVT) provided by a provider of an Identity Service Provider (IDSP) (British Identity Card for Travellers Abroad (BICA) or British Identity Card for Citizens Abroad (BICA)). It is the landlord's responsibility to obtain a check from the IDSP and they should ensure they use a provider that satisfies a minimum of a Medium level of security which is detailed on the government website.

E

6.1.3 Landlords must use the Home Office online service. Individuals issued with a Biometric Residence Card/Biometric Residence Permit (BRP) can use the online service. Landlords must ensure that they do not let accommodation to persons who do not have the right to rent.

S

at the photograph on the online right to rent check  
landlords should also keep a copy of the response  
tenancy and for a period of 12 months after the  
n end.

6.1.4

Office Landlord Checking Service. The Landlord  
Home Office Landlord Checking Service when an  
wing:

A

Certificate of Application (CoA) or an  
ent letter or email, confirming receipt of an  
he EUSS, on or before 20 June 2021.

-digital CoA confirming the individual has made a  
n to the EUSS on or after 1 July 2021, and is  
LCS.

ker claims or has an appeal pending against their

migration application or appeal with the Home

ts with the Home Office

ent by the Home Office.

6.1.5

g Service will respond to the landlord with a clear  
e within 2 working days. Any response from the  
Checking Service must be retained in order to  
excuse against a civil penalty. The Landlord  
clearly set out whether a check will be required,

M

7. **How to main**

7.1

For a  
unde  
a sta

th an unlimited right to rent, you only need to  
re the tenancy commences and you will maintain  
ation of the tenancy.

7.2

For t  
check  
“eligi

right to rent, if landlords carry out the prescribed  
a time limited statutory excuse known as the  
longest of the following:

7.2.1

with the date on which the checks were last made;

7.2.2

persons permission to be in the UK expires;

7.2.3

validity period of the document which evidences  
UK

7.3

To m  
of the  
exter

e a check should be conducted before the expiry  
ny time the tenant tells the landlord that they have  
rmission.

7.4

The  
produ  
the la  
Servi

for their continued right to rent. If they cannot  
ical or digital), but claims to have reasons for this,  
right to rent check from the Landlord Checking

7.5

Whe  
landl  
servi  
befor

checks for those whose right to rent is time limited,  
a manual check or use the Home Office online  
ndertaken and recorded no earlier than 28 days  
nancy agreement.

P

L

E

S

7.6 Please ensure that a rent check has been conducted using the Home Office and directly from the Home Office, there will be no redactions in the lists. Landlords should ensure they keep this safe.

7.7 If the landlord reports that an occupier no longer has the right to rent to the Home Office as soon as is reasonably possible. The Home Office has a statutory excuse. The Home Office has produced reasonable steps to end a residential tenancy agreement to be followed.

8. **Appealing a**

8.1 Landlords can be issued a civil penalty if:

8.1.1 They do not carry out the initial checks before letting the property and do not provide evidence that they've done so

8.1.2 They do not carry out a follow up check if the initial check shows a limited right to rent

8.1.3 They do not report to the Home Office if the check shows someone who does not have the right to rent

8.1.4 They do not report to the Home Office if the check shows someone who does not have the right to rent checks.

A

M

P

L

E