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1. Introduction

The Immigration Act 2014 places a duty on a landlord or agent 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 prospective tenants aged 18 or over to ensure they are legally entitled to rent in the UK before they move into the property.

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2. The code of practice on fines

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2.2 Right to rent checks must be performed without regard to race, religion, or any other protected characteristic or equality as specified in the Equality Act 2010, on all prospective tenants aged 18 or over. Landlords and agents should therefore apply the same standards to all prospective tenants aged 18 (children are exempt), whether they are British citizens or not, and whether they are legally in the UK.

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2.3 The scheme applies to tenancies where the property being let will be the tenant's main or only residence. The scheme does not apply to long leases, business tenancies, or student accommodation.

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3. What is required

3.1 If a landlord or agent agrees to let a property to you to conduct the right to rent checks on their behalf, you should make clear:

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3.1.1

the landlord or agent is responsible for the initial right to rent check

3.1.2

the agent will be responsible for any follow-up checks for those who do not have a right to rent

3.1.3

the agent will conduct the checks within the timescales laid out in the code of practice

3.1.4

the responsibility for any civil penalties transfers to the agent, but liability for any fines remains beyond the agent

3.2 When a landlord or agent agrees to let a property to you to conduct the right to rent checks on their behalf, you should make clear that the agent will be responsible for conducting the checks before entering into a tenancy agreement with the prospective tenant. If the prospective tenant does not have a right to rent and the landlord or agent enters into a tenancy agreement, the agent will remain liable for the civil penalties.

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3.3 If an agent agrees to let a property to you to conduct the right to rent checks on their behalf, you should make clear that if the prospective tenant does not have a right to rent, the landlord will be responsible for the civil penalties. If a landlord then enters into a tenancy agreement with the prospective tenant, then it is the landlord who becomes liable for the civil penalties. You should also keep written records and copies of their actions.

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4. Right to rent

4.1 Under the Immigration Act 2014, there are two types of right to rent: a time limited right to rent.

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4.2 Unlin

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s or people who have an unlimited right to rent.

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ve the right of abode in the UK, or who have been ment or have settled status, including via the no time limit on their permission to stay in the UK.

4.3 Time

4.3.1

ve an unlimited right to rent will have a time-limited ve valid permission to stay, including pre-settled y will have a right to reside in the UK and will be cumentary evidence (physical or digital) to

4.3.2

will not be liable for a civil penalty if they let cupation by someone with a time-limited right to

4.3.3

ted to occupy residential accommodation if they be in the UK and do not have it. This means they o rent. A landlord or agent will normally be liable y authorise occupation of accommodation for use me by a person who does not have the right to

5. How to per from civil li

5.1 In or "statu 2014 to so again do or

**check and how to establish a statutory excuse**

alty, agents must establish what is termed a y excuse under section 26 of the Immigration Act sed from paying a penalty for letting their property renting. Agents can establish a statutory excuse cting checks on all adult occupiers. Agents must commencing a tenancy:

5.1.1

check on all proposed adult tenants. A breakdown list A and List B forms part of the Right to Rent found [here](#).

5.1.2

using Identity Document Validation Technology s of an Identity Service Provider (IDSP) (British . It is the agent's responsibility to obtain evidence om the IDSP and they should ensure they only DSP that satisfy a minimum of a Medium Level of etailed on the government website.

5.1.3

ve Home Office online service. Individuals issued ic Residence Card/Biometric Residence Permit/ t can use the online service. Agents must satisfy otograph on the online right to rent check is of the ould also keep a copy of the response for the



# S A M P L E

and for a period of 12 months after the tenancy

**5.1.4** the Home Office Landlord Checking Service. The agent must use the Home Office Landlord Checking Service when an agent is carrying out a check. The following apply:

The agent must provide a Certificate of Application (CoA) or an agent letter or email, confirming receipt of an application to the EUSS, on or before 20 June 2021.

The agent must provide a digital CoA confirming the individual has made a declaration to the EUSS on or after 1 July 2021, and is not subject to an immigration ban or LCS.

The agent must ensure the tenant does not have any outstanding immigration claims or has an appeal pending against their

current immigration application or appeal with the Home Office.

The agent must liaise with the Home Office

if a decision is requested by the Home Office.

The Landlord Checking Service will respond to the agent with a clear “yes” or “no” response within 5 working days. Any response from the Home Office must be retained in order to maintain a statutory excuse. The Landlord Checking Service will clearly set out when a check is required, and if so, when.

## 6. How to maintain a statutory excuse

**6.1** For a tenant with an unlimited right to rent, you only need to carry out a check before the tenancy commences and you will maintain a statutory excuse for the duration of the tenancy.

**6.2** For a tenant with a time limited right to rent, if agents carry out the prescribed checks, they will maintain a time limited statutory excuse known as the “eligible tenant” for the longest of the following:

**6.2.1** 90 days from the date on which the checks were last made;

**6.2.2** 90 days from the date on which the tenant's permission to be in the UK expires;

**6.2.3** 90 days from the expiry date of the validity period of the document which evidences the tenant's right to be in the UK.

**6.3** To maintain a statutory excuse, a check should be conducted before the expiry of the tenant's right to rent, any time the tenant tells the agent that they have a time limited right to rent or their permission expires.

**6.4** The agent must ensure the tenant provides evidence of their continued right to rent. If they cannot provide evidence (physical or digital), but claims to have reasons for this, the agent must carry out a right to rent check from the Landlord Checking Service.

**6.5** When carrying out checks for those whose right to rent is time limited, the agent must either carry out a manual check or use the Home Office online service. The check must be undertaken and recorded no earlier than 28 days before the expiry of the tenancy agreement.

**6.6** Please ensure that a right to rent check has been conducted using the Home Office Landlord Checking Service.

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ne and directly from the Home Office, there will be  
cuments in the lists. Agents should ensure they  
om the Home Office and keep this safe.

re that an occupier no longer has the right to rent  
ort to the Home Office as soon as is reasonably  
ntains a statutory excuse. The Home Office has  
y reasonable steps to end a residential tenancy  
be followed.