



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)



© Crown copyright, 2020

*Copyright in the typographical arrangement rests with the Crown.*

You may re-use this information (not including logos) free of charge in any format or medium, under the terms of the Open Government Licence. To view this licence visit <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>

This document/publication is also available on our website at [www.gov.uk/mhclg](http://www.gov.uk/mhclg)

If you have any enquiries regarding this document/publication, complete the form at <http://forms.communities.gov.uk/> or write to us at:

Ministry of Housing, Communities and Local Government  
Fry Building  
2 Marsham Street  
London  
SW1P 4DF  
Telephone: 030 3444 0000

For all our latest news and updates follow us on Twitter: <https://twitter.com/mhclg>

June 2020

# Contents

<b>1. Rent, mortgage payments and possession proceedings</b>	<b>7</b>
1.1 As a tenant, should I stop paying rent during the outbreak?	7
1.2 What can I do about rent arrears?	7
1.3 Protections for tenants under the Coronavirus Act 2020, in force from 26 March 2020.	8
1.4 What can I do about mortgage repayments?	9
1.5 I'm a shared owner, how does this affect me?	9
1.6 As a landlord, should I stop charging rent during the outbreak?	9
1.7 Extending the current 'pre-action protocol' on possession proceedings to private landlords	10
1.8 I have a licence to occupy, am I protected by the Coronavirus Act?	10
1.9 I have lost my job which came with accommodation, and they have told me I have to move out. What rights do I have?	10
1.10 I'm a property guardian, how do I know if I've got a licence or a tenancy?	11
1.11 Do I have to move if my landlord does not have a court order?	11
1.12 Is my money protected? - Tenancy Deposit Protection and Client Money Protection	12
1.13 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?	12
1.14 I've moved out of my student accommodation; do I still have to pay rent?	12
<b>2. Court action on housing possession cases during the coronavirus outbreak</b>	<b>13</b>
2.1 What does this mean for landlords and tenants in the private or social rented or agricultural tenancy sectors?	13
2.2 Who is covered by the suspension of housing possession cases?	13
2.3 Other housing possession cases	13
2.4 How does the Coronavirus Act 2020 interact with the courts suspending housing possession claims?	14
<b>3. Repairs, maintenance and health and safety</b>	<b>15</b>
<i>Tenants</i>	16
3.1 What does this means for repairs and works in my home?	16
3.2 Should I allow my landlord in to carry out gas safety inspections?	16

<b>3.3 My landlord wants access to my property to conduct viewings for sale or letting, do I have to let them in?</b>	<b>17</b>
<b>3.4 What if I have a move planned?</b>	<b>17</b>
<b>3.5 What should I do if I live with other people I am not related to and share facilities or common areas?</b>	<b>18</b>
<b>3.6 What should I do if I am clinically vulnerable or shielding and I live in rented accommodation with other people?</b>	<b>18</b>
<b>3.7 What if my building/block has shared spaces and facilities such as social areas?</b>	<b>19</b>
<b>3.8 What should I do if I am vulnerable or shielding and I live in overcrowded accommodation?</b>	<b>19</b>
<b><i>Landlords</i></b>	<b>20</b>
<b>3.9 What does the current situation mean for repairs and inspections to my property?</b>	<b>20</b>
<b>3.10 What about works on empty and void properties to prepare them for being let?</b>	<b>20</b>
<b>3.11 What about works to the exterior of properties, and to external communal areas?</b>	<b>20</b>
<b>3.12 What about planned maintenance to the property?</b>	<b>21</b>
<b>3.13 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?</b>	<b>21</b>
<b>3.14 What about the risk of catching the virus (COVID-19)?</b>	<b>22</b>
<b>3.15 What about access to a property to conduct viewings or where a move is scheduled?</b>	<b>22</b>
<b>3.16 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?</b>	<b>23</b>
<b>3.17 My property is in an area subject to selective or additional licensing. What is going to happen to it?</b>	<b>23</b>
<b>3.18 I am a private landlord and my property is currently empty. How can I put my property to good use?</b>	<b>24</b>

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

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

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

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

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

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

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

As well as the provisions in the Act, the Master of the Rolls, with the agreement of the Lord Chancellor, has announced the suspension of housing possession cases in the courts – this affects new or existing claims for possession for a 90 day period from 27<sup>th</sup> March.

We strongly advise landlords not to commence new notices seeking possession during this challenging time without a very good reason to do so. 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 in line with public health advice.

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

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

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

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

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

- You can also find more information on Government support for employers and employees here <https://www.gov.uk/government/publications/guidance-to-employers-and-businesses-about-covid-19>.
- If you are worried about being evicted and not having anywhere else to go, you should speak to your local authority.
- If you fall into financial difficulties due to a change in your employment or earnings, for example, you may qualify for Universal Credit. Property Guardian licence agreements are a valid tenancy arrangement for receiving housing costs support in Universal Credit. Students are also able to claim Universal Credit under certain circumstances. Find more information about Universal Credit at <https://www.gov.uk/how-to-claim-universal-credit>.
- The Coronavirus Act 2020 means that landlords who do issue notices seeking possession will not be able to progress any further before the expiry of the notice. All notices for both the private and social rented sector tenancies are for three months.
- Regardless of this legislation, where tenants have difficulty paying rent over this period, we ask that landlords do not issue a notice seeking possession, particularly given that the tenant may be sick or facing other hardship due to COVID-19.
- During the current period, the Lord Chief Justice has said that applications to suspend warrants of possession should be prioritised, and that judges dealing with any possession claim must have in mind the public health guidance and should not make an order that risks impacting on public health:  
<https://www.judiciary.uk/announcements/coronavirus-covid-19-message-from-the-lord-chief-justice-to-judges-in-the-civil-and-family-courts/>.

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

- The Coronavirus Act 2020 protects most tenants and secure licensees in the private and social rented sectors by putting measures in place that say where landlords do need to issue notices seeking possession, the notice period must be for three months. Landlords can choose to give a longer notice period. From 27<sup>th</sup> March, any claims in the system or about to go into the system will be affected by a 90 day suspension of possession hearings and orders (see Section 2).
- At the expiry of the three-month notice, a landlord cannot force a tenant to leave their home without a court order. When the three-month notice period expires, a landlord would still need to take court action if the tenant was unable to move. We strongly advise landlords not to commence or continue eviction proceedings during this challenging time without a very good reason to do so.
- For further information about possession proceedings during the Coronavirus outbreak, please see [Technical Guidance on eviction notices here](#).

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

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

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

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

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

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

## **1.7 Extending the current ‘pre-action protocol’ on possession proceedings to private landlords**

- The Government has committed to work with the Master of the Rolls to explore a ‘pre-action protocol’ for claims for possession by private landlords. This is already the case for claims by social landlords which seeks to help parties to work through issues before taking action through the court.
- It will encourage landlords and tenants to work together to agree an affordable rent repayment plan if their tenants fall into rent arrears.
- We will be guided by what will deliver the best results for landlords and tenants.

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

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

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

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

- 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.

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

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

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

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

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

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

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

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

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

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

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

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

- In addition to the measures in the Coronavirus Act 2020 set out above, the Master of the Rolls, with the agreement of the Lord Chancellor, has issued a Practice Direction to stop possession claims from progressing.
- The suspension will apply for 90 days from 27<sup>th</sup> March 2020, to all possessions proceedings including housing, land and buildings possession proceedings in the rented, leasehold, home ownership and agricultural tenancy sectors. Possession claims against trespassers are however excluded from the suspension.
- This action is in line with public health advice.

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

- If you have already been issued with notice of your landlord's intention to seek possession of the property, or if you are issued notice in the next 90 days, your landlord will not be able to take action through the courts to make you move. This suspension will initially apply for 90 days from the 27<sup>th</sup> March.
- For landlords, this will mean not expecting tenants to move even where you have already issued notice of your intention to regain possession of the property, or if you go on to issue notice for any reason during the next three months.

### **2.2 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.

### **2.3 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) will be covered. A possession claim under CPR55 means a claim for the recovery of possession of land (including buildings or parts of buildings). If you are eligible for Legal Aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.
- The suspension of housing possession cases will also apply to possession cases brought by mortgagees 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.
- Further information on the Practice Direction to suspend possession proceedings can be found [here](#).

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

- The decision taken by the Master of the Rolls means that housing possession claims in the court system will be postponed, this means landlords will not be able to progress any claims where they have already issued a notice seeking possession for a 90 day period (subject to review).
- This new measure applies to cases currently in progress and cases where a landlord or mortgage company has already commenced possession proceedings on expiry of a notice seeking possession.
- A tenant issued with a three-month notice immediately after the Coronavirus Act 2020 comes into force would see that notice expire in three months. At the expiry of the notice, a landlord who wanted to take the next steps in progressing the possession claim would have to apply to the courts for a possession hearing, a process that ordinarily takes 6-8 weeks, and may take much longer under the current circumstances.
- The legislation covering notice periods is in force until 30 September 2020 and is subject to review and may be extended by secondary legislation.
- The suspension of housing possession cases is by a Practice Direction under the Civil Procedure Rules. The practice direction will suspend possession proceedings under Part 55 of the Procedure Rules for 90 days from 27<sup>th</sup> March 2020.

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

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

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

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

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

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

You can see the full series of Government guidance on coronavirus here:

<https://www.gov.uk/coronavirus>.

## **Tenants**

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

- Tradespeople can visit 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. You can find further guidance on visits to properties to make repairs here: <https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/homes>
- If you are not shielding or self-isolating, you can allow local authorities, landlords or contractors access to your home in order to carry out a range of works. This includes:
  - routine inspections, including annual gas safety checks;
  - essential and non-essential repairs and maintenance; and
  - planned maintenance activity inside and outside the home.

Services should be designed to allow a two-metre distance to be maintained (insofar as possible) and hygiene procedures should be followed. Some landlords will have a backlog of repairs that they will need to address, so it may take longer than normal to carry out more non-essential work.

- However, if you are self-isolating or shielding, no work should be carried out in your home unless it is to remedy a direct risk that affects your safety or the safety of your household. These are issues which will affect your ability to live safely and maintain your mental and physical health in your home. In such cases, prior arrangements should be made to avoid any face to face contact, to ensure social distancing guidance is followed and that appropriate steps can be taken to maintain good hand hygiene, 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.
- You must continue to meet your legal and contractual obligations as a tenant, including paying rent. See Section 1 for guidance if you are experiencing difficulties paying your rent.

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

- Gas safety inspections save lives. Landlords should take all reasonable steps to carry out annual gas safety checks at this time as failure to do so could put tenants at risk of serious illness or fatalities from gas explosions or carbon monoxide poisoning, particularly as people are spending all or most of their time at home.
- If you are clinically vulnerable, but have not been asked to shield, you should inform your landlord. Before undertaking the check, prior arrangements should be made to avoid any face-to-face contact, to ensure social distancing guidance is followed and that appropriate steps can be taken to maintain good hand hygiene for example, when answering the door. Contractors should stay up to date with the latest guidance on working safely in people's homes.

- If you are self-isolating or shielding, you should inform your landlord. The gas safety check can be delayed until after your isolation period has ended. If you are shielding, an inspection or repair should only be carried out if there is a direct gas safety risk to you that affects your safety. Your landlord will be best placed to determine whether an inspection is required – further guidance is available at <https://www.gassaferegister.co.uk/help-and-advice/covid-19-advice-and-guidance/landlords/>.
- In such circumstances, prior arrangements should be made to avoid any face to face contact and the engineer must follow the [latest guidance on working safely in people's homes](#).

### **3.3 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 letting agents and landlords' first priority.
- Landlords and letting agents should not conduct viewings in properties where tenants are symptomatic or self-isolating, or where they have been determined clinically extremely vulnerable and are shielding.
- In other cases, 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](#).

### **3.4 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. Revised guidance on moving home during the coronavirus (COVID-19) period in England is available here: <https://www.gov.uk/guidance/government-advice-on-home-moving-during-the-coronavirus-covid-19-outbreak>.
- The process of finding and moving into a new home will need to be different given those involved in the process will have to adapt practices and procedures to ensure that the risk of spread of coronavirus is reduced as far as possible.
- Moving home is not appropriate whilst you pose a direct risk of transmitting COVID-19.
- 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, has to self-isolate or shield. 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.

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

- This could include:
  - A flat or house share where you live with another person with whom you are not related and share cooking and bathroom facilities.
  - A House in Multiple Occupation (HMO), which is where three or more people who are from two or more different families live together and share cooking or bathroom facilities.
  - Co-living where multiple people/households share some facilities or common areas
- If you share facilities or common areas with other people, all residents should always do their very best to follow guidance to stay at home and away from others. Everyone in the household should regularly wash their hands, avoid touching their face, and clean frequently touched surfaces.
- You can find Government guidance on cleaning your home to minimise the risk of infection here: <https://www.gov.uk/government/publications/covid-19-decontamination-in-non-healthcare-settings>.
- The Government has issued guidance for households with possible coronavirus (covid-19) infection. The same guidance applies to occupants of shared properties. All the occupants of the home should behave in the same way as a single household if one or more occupants have symptoms of coronavirus (COVID-19).
- This means that if you are a tenant who shares with people you are not related to and develop symptoms of coronavirus (COVID-19), you should self-isolate at home for 7 days from when the symptoms started. In line with Government guidance, all other residents of the home must also stay at home and not leave the house for 14 days, providing they remain well for that time. Should they develop symptoms they should then self-isolate for 7 days from the onset of symptoms or longer if symptoms persist. Where possible, individuals should not go out even to buy food or other essentials, and any exercise should be taken within your home.

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

- This could include clinically vulnerable and shielding people who are living in shared accommodation with other people they are not related to.
- Residents who are clinically vulnerable and shielding should, with the help of other people in the household, minimise as much as possible the time they spend in shared spaces such as kitchens, bathrooms and sitting areas. Shared spaces should be kept well ventilated.
- If they can, they should 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, a rota could be used, with the vulnerable person using the facilities first.

- Extremely clinically vulnerable and shielding residents who cannot effectively shield can also speak to their local authority about alternative housing solutions. Please refer to the [guidance on shielding and protecting people who are clinically extremely vulnerable from COVID-19](#).

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

- Landlords and/or managing agents should help by, for example, closing non-essential indoor communal space where it would not be possible to maintain social distancing (e.g. small shared spaces for use by more than one household).
- If you develop symptoms of coronavirus, are clinically vulnerable or shielding, then you should not use these facilities, regardless of whether they remain open.
- Non-essential communal space does not include shared kitchens, bathrooms, lavatories or sitting rooms. If you share essential communal space, you should follow the [guidance for households with possible coronavirus \(COVID-19\) infection](#).
- Shared outdoor spaces such as communal gardens may remain open for use by tenants, but Government [guidance on maintaining social distancing](#) must be followed. You can exercise outside as often as you wish and you can also sit and rest outside – exercise or recreation can be alone, with members of your household, or with one other person from outside your household, while keeping two metres apart at all times.
- 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>.

### **3.8 What should I do if I am vulnerable or shielding and I live in overcrowded accommodation?**

- For the purpose of this guidance, accommodation is overcrowded if it is so dangerous that there is a risk to the health of the residents.
- It may be harder for residents of overcrowded properties, especially those who are clinically extremely vulnerable and therefore shielding, to self-isolate in the same way as residents of other properties. Landlords and the other members of the household should help to support these residents and carefully follow the guidance on social distancing.
- Vulnerable/shielding residents in overcrowded accommodation who can't effectively shield should also speak to their local authority about alternative housing solutions. Please refer to the [guidance on shielding and protecting people who are clinically extremely vulnerable from COVID-19](#).

## **Landlords**

### **3.9 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. New Government [guidance on working safely in people's homes](#) has been published and landlords should take account of this advice when resuming repair and maintenance services in properties occupied by tenants.
- Where workforce is available and resources allow, landlords or contractors are now 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. For households that are not shielding or self-isolating, services should be designed to allow a two-metre distance to be maintained (insofar as possible) and hygiene procedures should be followed.
- No repair or maintenance work should be carried out in any household which is self-isolating or where an individual is being shielded, unless that work is to remedy a direct risk to the safety of the household. In such cases, additional steps should be taken to ensure safety, for example avoiding face-to-face contact. Direct risks are those which will affect your tenant's ability to live safely and maintain their mental and physical health in the property.

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

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

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

- Where workforce is available and resources allow, landlords should be able to carry out works to the outside of dwellings, such as routine maintenance, grounds maintenance and cleaning of communal areas, so long as 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 or where an individual has been advised to shield, unless it is to remedy a direct risk to the safety of the household.

### 3.12 What about planned maintenance to the property?

- Where workforce is available and resources allow, landlords or contractors should be able to enter most homes to carry out planned maintenance activities, such as kitchen replacement programmes. For households that are not shielding or self-isolating, services should be designed to allow a two-metre distance to be maintained (insofar as possible) and hygiene procedures should be followed in line with the latest [guidance on working safely in people's homes](#).
- Planned maintenance activities should not be carried out where operatives or contractors are required to enter the homes of households that are self-isolating or shielding. If this means that a planned programme of works is best delayed, landlords should take steps to manage resident expectations.

### 3.13 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 will come into force on 1 July – providing this can be done in line with [guidance on working in people's homes](#).
- Gas safety inspections should not be carried out in homes that are self-isolating until after the isolation period has ended, unless it is to remedy a direct risk to the safety of the household.
- Where households are shielding, landlords should balance the risk presented, considering factors such as age and type of system or appliance, previous maintenance history alongside considerations about the household. For example, whether the shielded person can reside in a separate room for the duration of the visit. In some situations, this might indicate that the inspection should still go ahead.
- 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 or where an individual has been advised to shield. 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 on page 22**).
- Local authorities and other enforcement agencies are aware of guidance for people working in other people's homes and how this will affect landlords complying with gas and electrical safety requirements. We are encouraging a pragmatic, common-sense approach to enforcement in these unprecedented times.

- Landlords are legally required to provide tenants with all necessary gas and electrical safety and any other relevant certification at the beginning of a tenancy (and carry out all scheduled inspections and tests where required). Where inspections have already been carried out, documents can be provided by post or in some circumstances it may be possible to provide digital copies.
- For further information about gas safety certificates and possession proceedings during the COVID-19 outbreak, please see [Technical Guidance here](#).

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

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

The Electrical Safety Regulations will require landlords to:

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

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

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

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.

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

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

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

- Tenants' safety should be letting agents' and landlords' first priority.
- 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.
- 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](#).

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

- No. Nobody can be removed from their home because of COVID-19.
- Landlords are not obliged to provide alternative accommodation for tenants if others in the property contract the virus.
- You could help by, for example, closing non-essential communal space where it would not be possible to maintain social distancing (e.g. small shared spaces for use by more than one household).
- The Government has issued specific guidance on what to do if someone in your household has contracted the virus, including self-isolating the whole household for 14 days. You can find that guidance here: <https://www.gov.uk/government/publications/covid-19-stay-at-home-guidance/stay-at-home-guidance-for-households-with-possible-coronavirus-covid-19-infection>.
- Sections 3.5 and 3.6 of this guidance set out information for tenants living in shared accommodation. You may also wish to direct your tenants to Government guidance on cleanliness and hygiene for non-medical locations here: <https://www.gov.uk/government/publications/covid-19-decontamination-in-non-healthcare-settings>.

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

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

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

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