



Home Office

Code of practice on right to rent:
Civil penalty scheme for landlords
and their agents

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1: Introduction

Allowing those without a lawful right to be in the UK to rent property supports people to establish a settled life in the UK, rather than to make provision to return to their home country. This creates a significant cost to the public purse, including through the provision of local authority support, and also reduces the amount of housing stock available to those who are lawfully residing in the UK.

An individual will have the “right to rent” in the UK provided they are present lawfully in accordance with immigration law. Under section 22 of the Immigration Act 2014 (“the 2014 Act”), a landlord should not authorise an adult to occupy property as their only or main home under a residential tenancy agreement, unless the adult is a British, or Irish citizen or has the “right to rent” in the UK.

The legislation underpinning the Right to Rent Scheme (in this code the restrictions and civil penalty provisions are referred to as “the Scheme”) extends across the whole of the UK. However, the legislation currently only applies in England.

Section 23 of the 2014 Act allows the Secretary of State to serve a landlord or letting agent with a notice requiring the payment of a penalty of a specified amount where they have let property to a person who does not have the right to rent in respect of a tenancy subject to the Scheme. This code outlines which tenancies are subject to the Scheme and how any penalty will be applied as a result of the Scheme.

A statutory excuse under section 24 of the Immigration Act 2014 allows landlords (section 26 for agents) to avoid a penalty for letting their property to someone disqualified from renting. Landlords can establish a statutory excuse against liability for a civil penalty by conducting simple checks before allowing adults to occupy rented accommodation. Landlords should not let property for use by an adult who cannot satisfy a right to rent check. Some checks will allow for an unlimited right to rent, while others will allow for a time-limited right to rent. These are detailed in this code. Where a landlord has previously let accommodation to a person with a time-limited right to rent, they can maintain their statutory excuse against a penalty by conducting [follow-up checks](#) as detailed in this code. If follow-up checks indicate that the person no longer has the right to rent, the landlord must make a report to the Home Office to maintain their statutory excuse. Landlords will need to keep records of the checks they have undertaken for those people who will occupy their accommodation. All copies of documents taken should be kept securely and in compliance with data protection law for the duration of the tenancy agreement and for at least one year thereafter.

Landlords have the option to appoint an agent to act on their behalf. Where an agent has accepted responsibility in writing for compliance with the Scheme, the agent will be the liable party in place of the landlord.

About this version of the code of practice

This code makes an amendment to correct the previous version issued on 1 July 2021. It corrects an error in the document list [List A, Group 1, documents 7 and 8](#). The wider changes are to reflect the Immigration (Restrictions on Employment and Residential Accommodation) (Prescribed Requirements and Codes of Practice) and Licensing Act 2003 (Personal Premises and License) (Forms) Order 2021.

This is the fourth version of this code, and the changes detailed within come into force on 1 July 2021. This version of the code should be applied to all right to rent checks from this date, including where a follow-up check is required to maintain a statutory excuse, even if the initial check was undertaken using a previous version of the code which was current at the time.

Right to rent checks which were carried out in the prescribed manner prior to this code having effect will be considered by the Secretary of State in line with the version of the code which was current at the time at which the right to rent check was made.

Changes to right to rent checks for EEA citizens from the 1 July 2021

The UK has left the European Union (EU) and the Immigration and Social Security Co-ordination (EU Withdrawal) Act 2020 ended free movement law in the UK on 31 December 2020. On 1 January 2021, a grace period of six-months began, during which time relevant aspects of free movement law were saved to allow eligible EEA and Swiss (EEA) citizens and their family members resident in the UK by 31 December 2020 to apply to the EUSS. This period ended on 30 June 2021.

From 1 July 2021, EEA citizens and their family members require immigration status in the UK, in the same way as other foreign nationals. They can no longer rely on an EEA passport or national identity card to prove their right to rent.

Most EEA citizens resident in the UK will have made an application to the EU Settlement Scheme and will have been provided with digital evidence of their UK immigration status. They will evidence their right to rent by sharing their immigration status digitally (known as an eVisa), using the Home Office online right to rent service on GOV.UK.

There will, however, be other EEA citizens who have another form of leave in the UK, which is held in a physical document, for example an endorsement in a

passport, visa or vignette. Those documents are included in the prescribed document lists, providing landlords with a statutory excuse against liability for a civil penalty. For further information, see the '[Landlord's guide to right to rent checks](#)' available on GOV.UK.

When was the Scheme introduced?

The Right to Rent Scheme applies only to residential tenancy agreements first entered into:

- on or after 1 December 2014 in Birmingham, Wolverhampton, Dudley, Sandwell and Walsall;
- on or after 1 February 2016 in the rest of England.

How should this code of practice be used?

This code has been issued under section 32 of the Immigration Act 2014. It sets out the actions a landlord should undertake to comply with the Scheme and establish a statutory excuse against liability for a civil penalty. The code sets out:

- the factors the Secretary of State will consider when determining whether a residential tenancy agreement grants a right of occupation of premises for residential use;
- the factors the Secretary of State will consider when determining whether a person is occupying premises as their only or main home;
- the actions a landlord should undertake to comply with the Scheme and establish a statutory excuse against liability for a civil penalty, including:
 - the reasonable enquiries a landlord should make to determine who will occupy their accommodation, whether or not those occupiers are named on the tenancy agreement;
 - the initial and follow-up checks a landlord should perform with details of the documents they can rely upon to satisfy these checks;
- the factors the Secretary of State will consider when deciding on the amount of the penalty which should be imposed under the Scheme.

This code has been issued alongside guidance for landlords. These documents set out how to conduct right to rent checks and how the Home Office administers the Scheme. They can be found at:

<https://www.gov.uk/government/collections/landlords-immigration-right-to-rent-checks>.

How to avoid discrimination

It is unlawful to discriminate against individuals on grounds of protected characteristics, including race, when entering into residential tenancy agreements.

Those experiencing unlawful discrimination may claim compensation in the civil courts.

A separate [Code of practice for landlords: Avoiding unlawful discrimination when conducting 'right to rent' checks in the private rented residential sector](#) gives further advice on how to operate checking processes that are non-discriminatory and in accordance with statutory equalities duties. Landlords should apply checks to all occupiers, whether or not they may already believe the occupiers to be legally in the UK.

To establish if someone has the right to rent you should use published codes of practice and guidance on GOV.UK:

<https://www.gov.uk/government/collections/landlords-immigration-right-to-rent-checks>.

The right to rent online service, '[View a tenant's right to rent in England](#)' on GOV.UK or the [Landlord Checking Service](#) should be used to reach a decision on whether the person has a right to rent. Checks should be performed without regard to race, religion or other protected characteristics or equality grounds as specified in the Equality Act 2010 or the Race Relations (Northern Ireland) Order 1997, on all adults who will be living at the property.

Legal basis for the code of practice

This is a statutory code. This means it has been approved by the Home Secretary and laid before the UK Parliament. Home Office officials will have regard to this code in administering civil penalties to landlords and their agents under the Immigration Act 2014. The code does not impose any legal duties on landlords, nor is it an authoritative statement of the law; only the courts can provide that. However, the code can be used as evidence in legal proceedings and courts will take account of any part of the code which may be relevant.

This code demonstrates how a landlord can avoid breaching section 22 of the 2014 Act and the actions a landlord can take to avoid liability for a civil penalty for such a breach. This is called *establishing a statutory excuse against liability for a civil penalty*. A statutory excuse may be continuous or time-limited in relation to a particular occupier.

The legislation underpinning the Scheme extends across the whole of the UK. However, the legislation currently only applies in England. It is not in force in Scotland, Wales and Northern Ireland.

References in this code of practice

In this code, a reference to:

‘Adult’ means a person who has attained the age of 18.

‘Breach’ means that section 22 of the Immigration Act 2014 has been contravened by renting to an adult who is a disqualified person.

‘Civil penalty’ or ‘penalty’ means a financial penalty imposed by the Home Office on a landlord who has allowed a tenant to occupy private rented residential accommodation, but the tenant does not have the right to rent.

‘Current document’ means a document that has not expired.

‘Days’ has two separate meanings:

- When referring to a tenant - means calendar days, including Saturdays, Sundays and bank holidays;
- When referring to the Landlord Checking Service – it does not include Saturdays or Sundays, Christmas Day or Good Friday, or any day which is a bank holiday in England.

‘Disqualified person’ means a person with no legal immigration status in the UK and therefore doesn’t qualify for right to rent.

‘Document’ means an original document unless specified in the code of practice that a copy, electronic or screenshot is acceptable.

‘EEA or Swiss citizens’ refers to citizens of EEA countries or Switzerland.

The EEA countries are:

Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.

‘Home Office online right to rent check’ means the online checking service allowing landlords to check whether a person is allowed to rent in England.

‘Immigration Offender’ refers to a person who seeks to evade immigration controls and enter and/or remain in the UK without the legal right to do so.

'Landlord' means a person who lets accommodation for use by one or more adults as their only or main home. This includes people who take in lodgers and tenants who are sub-letting. References to 'landlord' also include agents who have accepted responsibility for complying with the Scheme on behalf of landlords, except for when agents are specifically and separately referred to.

'Leave to enter or remain in the UK' means that a person has permission from the Home Office to be in the UK. Permission may be time-limited or indefinite.

'Lodger' means someone who takes a room within accommodation that they share with their landlord (this could be the owner or an occupier of the property).

'Market rent' means the amount of rent that can be expected for the use of a property, in comparison with similar properties in the same area.

'Non-EEA citizens' means the citizens of countries outside the EEA.

'Occupier' means a person who is, or who will be, authorised to occupy the property under the residential tenancy agreement, whether or not they are named on that agreement.

'Permission to rent' means a person who is disqualified from renting by virtue of their immigration status but to whom the Secretary of State has granted permission to occupy premises.

'Pre-settled status' means an individual will have a time-limited right to rent, and the landlord must carry out a follow-up check.

'Rent' means a tenant's regular payment to a landlord for the use of property or land.

'Residential tenancy agreement' means an arrangement in any form (whether or not in writing) between parties that grants a right to occupy premise for residential use and provides payment of rent.

'Right to rent' means allowed to occupy privately rented residential accommodation by virtue of qualifying immigration status.

'Settled status' means an individual will have a continuous right to rent, in the same way as someone with Indefinite Leave to Remain status.

'Sub-tenant' means a person who leases property from a tenant.

'Statutory excuse' means the steps a landlord can take to avoid liability for a civil penalty.

'Tenant' means the person or persons to whom the residential tenancy agreement is granted.

'View a tenant's right to rent in England' means the Home Office online service on GOV.UK which enables landlords or agents to check whether a person has a right to rent and, if so, the nature of any restrictions on that person's right to do so.

2: Who can occupy residential accommodation?

Under the Scheme, people will fall into two broad categories depending on their immigration status. The majority of people will have an [unlimited right to rent](#), and others will have a [time-limited right to rent](#).

This section sets out information about who falls into these categories and also three further groups; [those with no right to rent](#), [those who have been given permission to rent](#) and [children](#).

Those with an unlimited right to rent

There are three groups of people who have an **unlimited right** to rent. These are:

1. British citizens;
2. Irish citizens;
3. People who have the right of abode in the UK, or who have been granted indefinite leave to remain, settled status, including those who have received settled status via the EU Settlement Scheme, or have no time limit on their stay in the UK.

A landlord will not be liable for a [civil penalty](#) if they let accommodation for occupation by someone with an unlimited right to rent.

Those with a time-limited right to rent

Those who do not have an unlimited right to rent will have a time-limited right to rent if they have valid leave to enter or remain, including pre-settled status, in the UK. They will have a right to reside in the UK and will be able to obtain documentary evidence (physical or digital) to demonstrate this.

A landlord will not be liable for a civil penalty if they let accommodation for occupation by someone with a time-limited right to rent. However, to maintain a statutory excuse against a penalty, a landlord will need to conduct [follow-up checks](#) in these cases.

Those with no right to rent

A person is not permitted to occupy residential accommodation if they require leave to be in the UK and do not have it. This means they **do not have the right to rent**.

A landlord will normally be liable for a civil penalty if they authorise occupation of accommodation for use as an only or main home by a person who does not have the right to rent.

Those who have been granted permission to rent

The Secretary of State may grant someone permission to rent, even though their immigration status means they would otherwise not have the right to rent. A landlord will not be liable for a civil penalty if they authorise accommodation for use as their only or main home by an adult who has been granted permission to rent. The landlord must contact the Landlord Checking Service (LCS) for confirmation that the prospective tenant has been granted permission to rent. This will provide the landlord with a continuous statutory excuse providing there is no change to the tenancy agreement.

Children

This Scheme does not apply to children. This means that a landlord may allow all those **under the age of 18 years** to occupy property. A landlord can consider a person to be a child where they are reasonably satisfied that they are **not** 18 years of age or over.

Landlords may allow those who will turn 18 years of age during a tenancy agreement to continue to occupy property. A landlord is not required to conduct a right to rent check at the point the child turns 18 years of age. However, where follow-up checks are required for the existing tenants, the now adult should be included in those checks when they are due.

3: Which letting arrangements fall within the Scheme?

Under the Scheme a landlord must not authorise any adult to occupy a property under a residential tenancy agreement which provides for the payment of rent unless they have a right to rent or have been granted permission to rent.

What is a residential tenancy agreement?

A residential tenancy agreement, either written or oral, means a tenancy that grants a right of occupation for a property for residential use, provides for the payment of rent (whether or not market rent), and is not an [Excluded agreement](#). A tenancy includes any lease, licence, sub-lease or sub-tenancy. An agreement will grant a right of occupation for residential use if it allows one or more adults the right to occupy the property as their only or main home, whether or not the property can be used for any other purpose.

The Scheme, therefore, applies to:

- landlords (both businesses and individuals) who let accommodation with a lease or tenancy agreement;
- occupiers who sub-let their accommodation (including those in social housing), who will be landlords for the purposes of the Scheme and landlords or occupiers who take in lodgers to share their accommodation with a licence to occupy the property.

A right to rent check should be carried out on all adult tenants before a residential tenancy agreement is entered into, regardless of whether they are named in the tenancy agreement. This includes where the tenancy is:

- Varied – where a landlord agrees to the variation of a tenancy which grants the right of occupation to one or more new adult(s);
- Assigned – where a landlord agrees to the assignment of an existing and ongoing tenancy from one or more tenants which grants a new adult(s) the right of occupation;
- Surrendered – where a landlord agrees to the surrender of an existing residential tenancy agreement and grants a further agreement starting from the time the surrendered tenancy ends, to one or more of the original occupiers and one or more new occupiers ‘a new joint tenancy’.

However, a residential tenancy agreement is not to be treated as being entered into for these purposes where:

- It arises by virtue of an order from a court, by or under any statutory provision, or by operation of law; or
- It arises between the same parties at the end of a term granted by a residential tenancy as a result of a contractual right exercised by the tenant.

Property for use as an only or main home

The Scheme applies to all types of property that a person will use as their **only or main home** (with exclusions as detailed in [Excluded agreements](#)). For the purposes of the Scheme, a property will be considered a person's only or main home if:

- it is the only property they live in; or
- if they live between multiple properties, their personal, legal or family ties to that property are such that it is where they live their settled day to day life.

When an occupier lives away from the home for extended periods due to employment, the address to which they return when they are not working is usually taken as being their only or main home.

Holiday accommodation

The Scheme only applies to residential tenancy agreements which allow someone to take up occupation as their only or main home.

Holiday accommodation refers to properties usually let for leisure purposes for short periods to people who also maintain an only or main home elsewhere (whether in or outside of England). Holiday accommodation could be in a hotel, guesthouse, caravan, cottage, holiday apartment or elsewhere.

As a guide, the Home Office would consider that bookings of three months or more may indicate that a person is using the accommodation for a purpose other than leisure purposes and could be intending to use the accommodation as their only or main home.

If the booking is open ended, or the initial booking was time-limited but has subsequently been extended on one or more occasions such that the occupier appears to be using the premises as their only or main home, then it would be advisable to treat the occupier as a person using the property as their only or main home and undertake right to rent checks.

House guests

House guests, such as friends or family members, will not ordinarily be treated as an 'occupier' under the Scheme because a guest will generally not be living in the accommodation as their only or main home. A landlord should make reasonable enquiries as set out in [Property for use as an only or main home](#) at the time the residential tenancy is entered into (including when it is renewed or varied) and make an assessment based on those enquiries as to whether someone will be living on the premises as their only or main home.

Where a person is living in accommodation as their only or main home and is paying rent to another occupier, they may be regarded as having entered into their own residential tenancy agreement with that occupier (as a sub-tenant or licensee) and it will fall to that occupier to conduct the right to rent checks. For further detail on sub-letting please see [Transfer of liability](#).

Excluded agreements

Some types of property and residential tenancy agreements are excluded from the Scheme. These are:

- accommodation involving local authorities;
- social housing;
- care homes, hospitals and hospices and continuing healthcare provision;
- hostels and refuges;
- mobile homes;
- tied accommodation;
- student accommodation;
- long leases.

Further information on excluded agreements can be found in the [Landlord's guide to right to rent checks](#).

4: Who may be liable for a penalty?

Liability

Responsibility under the Scheme lies with the landlord; that is the person who authorises the occupation of accommodation by the occupier under an agreement providing for the payment of rent. There are some circumstances in which responsibility for compliance with the Scheme can be transferred to another person. These are described below in [Transfer of Liability](#).

Transfer of liability

Sub-letting

If an occupier subsequently sub-lets and authorises occupation by other adults under another residential tenancy agreement, then they will be responsible for occupation by the sub-tenants and sub-occupiers. Any occupier who sub-lets all or part of their accommodation to a person for money will be a landlord 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 a person who needs and does not have a right to rent. This applies equally to occupiers sub-letting private or social housing.

However, where an occupier sub-lets and so becomes a landlord, they can ask their landlord (the 'superior landlord') to agree to accept responsibility for occupation by the sub-tenants and any contraventions of the Scheme. The superior landlord will then be responsible for conducting right to rent checks and will incur any liability for a penalty. This should be an agreement in writing.

Where the superior landlord has agreed to be responsible, they are treated as though they have authorised the occupation by the sub-tenants themselves and are the responsible landlord for the purposes of the Scheme. To protect themselves from liability for a penalty, they will need to take the same steps that they would if they were granting the residential tenancy agreement themselves. These steps are: ascertaining who will be authorised to occupy the property as their only or main home under the sub-tenancy, checking the status of those persons, making any [follow-up checks](#) and reports where necessary, or instructing an agent to comply with these requirements for them.

Unless the superior landlord confirms that they are willing to accept this responsibility in writing, then the occupier who is sub-letting will be the responsible landlord for the purposes of the Scheme.

Agents

Landlords may appoint an agent to conduct checks on their behalf, but should keep a written agreement which should also make clear if the agent is to be responsible for the initial right to rent check and any [follow-up checks](#) for those with a time-limited right to rent. Landlords are advised to agree the timescales the agent should follow when making the checks and the form that the agent should use to communicate these (written or verbal). Under this arrangement, the liability for civil penalties transfers to the agent, but liability cannot be transferred beyond the agent.

Sitting occupiers and changes in landlord

If a landlord a property with sitting occupiers, the new landlord should confirm with the transferring landlord that right to rent checks have been undertaken and retain evidence, for example copies of the documents (physical or digital) checked by the previous landlords, to demonstrate this. Careful note should be taken of whether and when further follow-up checks must be undertaken to ensure a statutory excuse against a penalty is maintained.

If the tenancy was entered in to before the Right to Rent Scheme came into force, landlords do not need to confirm with the transferring landlord that a right to rent check has been carried out. However, landlords should ask for proof of the date of the tenancy was entered in to and keep a record of this.

The Scheme specifies who may be liable for a civil penalty in circumstances where a disqualified person with no right to rent is found to be in occupation and the landlord has changed since the time the original residential tenancy agreement was granted. If the occupier should never have been allowed to occupy the property under a residential tenancy agreement as they had no right to rent at the time the agreement was granted, then the original landlord who granted the residential tenancy agreement will be liable for a civil penalty, even if they have since sold the property on to a new landlord.

If an occupier had a right to rent at the time the residential tenancy agreement was granted, but they have subsequently lost that right to rent and the necessary follow-up checks were not conducted, then the landlord at the time the breach is identified will be responsible. This would occur where the occupier's leave to remain in the UK has expired and the landlord's statutory excuse in relation to that occupier has also expired.

5: How to establish a statutory excuse for right to rent checks

There are three steps involved in establishing and maintaining a statutory excuse against liability for a civil penalty:

1. Conduct an [initial right to rent check](#) before authorising an adult to occupy rented accommodation;
2. Conduct a [follow-up check](#) at the appropriate date if initial checks indicate that an occupier has a time-limited right to rent;
Make a [report to the Home Office](#) if follow-up checks indicate that an occupier no longer has the right to rent.

When to undertake an initial right to rent check

In order to establish a statutory excuse against a civil penalty, right to rent checks must be undertaken within specific time limits as prescribed:

- A check on a person with an [unlimited right to rent](#) may be undertaken at any time before the residential agreement is entered into;
- A check on a person with a [time-limited right to rent](#) must be undertaken and recorded no earlier than 28 days before the start date of the tenancy agreement.

However, there will be some limited circumstances where it is not possible to undertake checks before the residential tenancy is agreed. For instance, a prospective tenant may be overseas and wish to arrange accommodation for work or study in the UK in advance of their arrival. In these circumstances, landlords are permitted to check a person's right to rent before they take up occupation of the property, rather than before the start of the residential tenancy agreement.

Following the introduction of 'The Immigration (Residential Accommodation) (Prescribed Requirements and Codes of Practice) (Amendment) Order 2020', some prospective tenants now have the choice of evidencing their right to rent either [manually](#) by providing a landlord with [acceptable documents](#), or via the [Home Office online service](#). It is for the prospective tenant to decide whether to rely on physical documents or use the online service to evidence their right to rent.

Increasingly, the Home Office is providing digital evidence of immigration status, rather than issuing physical documents. This means they will only be able to evidence their right to rent using the Home Office online service.

However, it will not be possible to conduct a Home Office online right to rent check in all circumstances, as not all tenants, or prospective tenants, will have an immigration status issued digitally that can be checked online. The Home Office online service sets out what information the landlord will need in order to access the service. In circumstances in which an online check is not possible, a manual right to rent check should be undertaken.

Ways to evidence right to rent

Manual document-based right to rent checks

There are three basic steps to conducting an initial document-based right to rent check:

1. Obtain original versions of one or more of the [acceptable documents](#) for adult occupiers;
2. Check the documents in the presence of the holder of the documents;; and
3. Make copies of the documents and retain them with a record of the date on which the check is made. For example: the date on which this right to rent check was made: [insert date].

Landlords must check the validity of the documents in the presence of the holder. The documents must be checked to ensure that:

- They are genuine;
- The person presenting them is the prospective tenant or tenant; and
- The photograph and date of birth are consistent across documents and with the person's appearance.

For a manual check, landlords should take all reasonable steps to check the validity of the documents presented to them. If a landlord is given a false document, they will only be liable for a civil penalty if it is reasonably apparent that it is false. This means that a person who is untrained in the identification of false documents, examining it carefully, but briefly, and without the use of technological aids could reasonably be expected to realise that the document in question is not genuine.

For a step by step guide on how to complete a right to rent check, please refer to the [Landlords guide to right to rent checks](#).

Document Checking Process

Step 1: Obtain

Landlords must obtain original acceptable documents (copy or electronic documents **only** where prescribed).

How: Landlords must ask for and be given **original** documents from either **List A** or **List B** of acceptable documents.

Step 2: Check

Landlords must check the validity of the documents in the presence of the holder. This can be a physical presence in person or via a live video link, although in either case the landlord must be in possession of the original documents.

How: Landlords must check:

1. The photograph and date of birth are consistent across documents and with the person's appearance in order to detect impersonation;
2. expiry dates for leave have not passed;
3. the documents appear genuine, show no signs of being tampered with and belong to the holder;
4. the reasons for any different names across documents (e.g. marriage certificate, divorce decree, deed poll). Supporting documents should also be photocopied and the copy retained.

Step 3: Copy

Landlords must make a clear copy of each document, in a format which cannot later be altered, and retain the copy securely, electronically or in hardcopy. Landlords must make a record of the date on which the check was made and retain the copies securely for at least one year after the tenancy agreement comes to an end.

How: Landlords must retain copies of:

1. Passports: any page with the document expiry date, nationality, date of birth, signature, leave expiry date, biometric details and photograph, and any page containing information indicating the holder has an entitlement to enter or remain in the UK;
2. All other documents: the document in full, including both sides of a Biometric Residence Permit / Card.

List of acceptable documents which can be used for a manual document check

The documents that are considered acceptable for establishing a statutory excuse when conducting a manual right to rent check are set out in two lists, List A and List B.

List A contains the range of documents which may be accepted to demonstrate a statutory excuse against a penalty in relation to a British or Irish citizen, or a person who has an unlimited leave to be in the UK. Landlords who correctly check the required document or documents from this list will establish a continuous statutory excuse against a penalty, and follow-up checks are not necessary. List A is subdivided into List A (Group 1) and List A (Group 2). The landlord is required to check one document from List A (Group 1) or two documents from List A (Group 2) to establish a continuous statutory excuse.

List B contains the range of documents which may be accepted to demonstrate a statutory excuse against a penalty in relation to a person who has a time-limited right to be in the UK. Landlords who check a document in this list will establish a time-limited statutory excuse and should conduct follow-up checks as set out below in order to maintain their statutory excuse.

Examples of the documents, how to check them and how to copy them can be found in the [Right to Rent Checks: A user guide for tenants and landlords](#).

Where a right to rent check has been conducted using the online service, the information is provided in real-time, directly from Home Office systems, therefore there is no requirement to see the documents listed below.

List A – acceptable documents to establish a continuous statutory excuse

If a prospective tenant can produce either **one** document from group 1 or **two** documents from group 2 then they will not require a follow-up check.

List A Group 1 – If a prospective tenant can produce one document from this group then a continuous statutory excuse will be established

1. A passport (current or expired) showing that the holder is a British citizen, or a citizen of the UK and Colonies having the 'right of abode' in the UK.
2. A passport or passport card (current or expired) showing that the holder is a national of the Republic of Ireland.

3. A current document issued by the Home Office to a family member of a citizen of an EEA country or Switzerland, which indicates that the holder is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK.
4. A document issued by the Bailiwick of Jersey, the Bailiwick of Guernsey or the Isle of Man, which has been verified as valid by the Home Office Landlord Checking Service, showing that the holder has been granted unlimited leave to enter or remain under Appendix EU to the Jersey Immigration Rules, Appendix EU to the Immigration (Bailiwick of Guernsey) Rules 2008 or Appendix EU to the Isle of Man Immigration Rules.
5. A current permanent residence card issued by the Home Office to the family member of an EEA or Swiss citizen.
6. A biometric immigration document (current or expired) issued by the Home Office to the holder which indicates that the person named in it is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK.
7. A passport or other travel document (current or expired) endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK.
8. An immigration status document (current or expired) containing a photograph issued by the Home Office to the holder with an endorsement indicating that the person named in it is allowed to stay in the UK indefinitely or has no time limit on their stay in the UK.
9. A certificate of registration or naturalisation as a British citizen.

List A Group 2 – If a prospective tenant can produce any two documents from this group then a continuous statutory excuse will be established

1. A birth certificate issued in the UK.
2. An adoption certificate issued in the UK.
3. A birth certificate issued in the Channel Islands, the Isle of Man or Ireland.
4. An adoption certificate issued in the Channel Islands, the Isle of Man or Ireland.
5. A letter which:
 - (a) is issued by a government department or local authority no longer than three months before the date on which it is presented;
 - (b) is signed by a named official stating their name and professional address;
 - (c) confirms the holder's name;

- (d) confirms that the holder has accessed services from that department or authority or is otherwise known to that department or authority.
6. A letter which:
 - (a) is issued no longer than three months before the date on which it is presented;
 - (b) is signed by a British passport holder who is or has been a professional person or who is otherwise of good standing in their community;
 - (c) confirms the holder's name;
 - (d) states how long the signatory has known the holder, such period being of at least three months' duration, and in what capacity; and
 - (e) states the signatory's name, address, profession, place of work and passport number;
 7. A letter issued by a person who employs the holder no longer than three months before the date on which it is presented, which indicates the holder's name and confirming their status as an employee and employee reference number or National Insurance number and states the employer's name and business address.
 8. A letter issued by a police force in the UK no longer than three months before the date on which it is presented, confirming that the holder has been the victim of a crime in which a document listed in List A (Group 1) belonging to the holder has been stolen and stating the crime reference number.
 9. An identity card or document issued by one of Her Majesty's forces or the Secretary of State confirming that the holder is or has been a serving member in any of Her Majesty's forces.
 10. A letter issued by Her Majesty's Prison Service, the Scottish Prison Service or the Northern Ireland Prison Service confirming that the holder has been released from the custody of that service no longer than six months before the date on which that letter is presented, and confirming their name and date of birth.
 11. A letter issued no longer than three months before the date on which it is presented by an officer of the National Offender Management Service in England and Wales, an officer of a local authority in Scotland who is a responsible officer for the purposes of the Criminal Procedure (Scotland) Act 1995 or an officer of the Probation Board for Northern Ireland confirming the holder's name and date of birth and confirming that the holder is the subject of an order requiring supervision by that officer.
 12. A current licence to drive a motor vehicle granted under Part 3 of the Road Traffic Act 1988 (to include the photocard licence in respect of licences issued on or

after 1st July 1998) or Part 2 of the Road Traffic (Northern Ireland) Order 1981 (to include the photocard licence).

13. A certificate issued no longer than three months before the date on which it is presented, by the Disclosure and Barring Service under Part V of the Police Act 1997, the Scottish Ministers under Part 2 of the Protection of Vulnerable Groups (Scotland) Act 2007 or the Secretary of State under Part V of the Police Act 1997 in relation to the holder.
14. A document, or a screen shot of an electronic document, issued no longer than three months before the date on which it is presented, by Her Majesty's Revenue and Customs, the Department of Work and Pensions, the Northern Ireland Department for Social Development or a local authority confirming that the holder is in receipt of a benefit listed in section 115(1) or (2) of the Immigration and Asylum Act 1999.
15. A letter which:
 - (a) is issued no longer than three months before the date on which it is presented;
 - (b) is issued by a public authority, voluntary organisation or charity in the course of a scheme operated to assist individuals to secure accommodation in the private rented sector in order to prevent or resolve homelessness;
 - (c) confirms the holder's name;
 - (d) states the address of a prospective tenancy which the authority, organisation or charity is assisting the holder to obtain.
16. A letter which:
 - (a) is issued by a further or higher education institution in the UK;
 - (b) confirms that the holder has been accepted on a current course of studies at that institution;
 - (c) states the name of the institution and the name and duration of the course.

List B - acceptable documents to establish a time-limited statutory excuse

If a prospective tenant can produce **one** document from this group, then a time-limited statutory excuse will be established. A follow-up check will be required within the timescales outlined in [Eligibility Periods](#).

1. A current passport or travel document endorsed to show that the holder is allowed to stay in the UK for a 'time-limited period'.

2. A current biometric immigration document issued by the Home Office to the holder, which indicates that the person named is permitted to stay in the UK for a time-limited period (this includes a Biometric Residence Permit).
3. A current document issued by the Home Office to a family member of a citizen of an EEA state or Switzerland, and which indicates that the holder is permitted to stay in the UK for a time-limited period.
4. A document issued by the Bailiwick of Jersey, the Bailiwick of Guernsey or the Isle of Man, which has been verified as valid by the Landlord Checking Service, showing that the holder has been granted limited leave to enter or remain under Appendix EU to the Jersey Immigration Rules, Appendix EU to the Immigration (Bailiwick of Guernsey) Rules 2008 or Appendix EU to the Isle of Man Immigration Rules.
5. A document issued by the Bailiwick of Jersey or the Bailiwick of Guernsey, which has been verified as valid by the Landlord Checking Service, showing that the holder has made an application for limited leave to enter or remain under Appendix EU to the Jersey Immigration Rules or Appendix EU to the Immigration (Bailiwick of Guernsey) Rules 2008 on or before 30 June 2021.
6. A frontier worker permit issued under regulation 8 of the Citizens' Rights (Frontier Workers) (EU Exit) Regulations 2020.
7. A current residence card or a derivative residence card issued by the Home Office to a non-EEA citizen who is either a family member of an EEA or Swiss citizen or has a derivative right of residence, which indicates that the holder is permitted to stay in the UK for a time-limited period.
8. A current immigration status document issued by the Home Office to the holder, with a valid endorsement indicating that the holder has been granted limited leave to enter, or remain in, the UK.
9. A document issued by the Home Office, confirming an application for leave to enter or remain, under Appendix EU to the immigration rules, made on or before 30 June 2021 **together** with a positive right to rent notice issued by the Home Office Landlord Checking Service.
10. A passport of a national of an EEA country, Australia, Canada, Japan, New Zealand, Singapore, South Korea or the USA who is a visitor to the UK **together** with evidence of travel to the UK that provides documentary evidence of the date of arrival in the UK in the preceding six months. Details on how to check a visitor from the above countries is outlined in the relevant section of guidance.

Conducting a Home Office online right to rent check

Following the introduction of 'The Immigration (Residential Accommodation) (Prescribed Requirements and Codes of Practice) (Amendment) Order 2020', landlords can conduct a Home Office online right to rent check to establish a statutory excuse against a civil penalty.

Landlords can conduct an online check by accessing the Home Office online service '[View a tenant's right to rent in England](#)' on GOV.UK. The online service allows checks to be carried out by video call, and landlords do not need to see physical documents as the right to rent information is provided in real-time, directly from Home Office systems.

Not all prospective tenants, or tenants, will have evidence of their immigration status which can be checked online. Currently, the Home Office online checking service supports checks in respect of those who hold:

- a current biometric residence permit;
- a current biometric residence card;
- status issued digitally, via an eVisa, under the [EU Settlement Scheme](#);
- status issued digitally, via an eVisa, under the points-based immigration system; and
- Hong Kong BN(O) status holders and their families.

From 1 July 2021, there will be some individuals who have been issued their immigration status digitally (known as an eVisa) by the Home Office and they can only use the online service to prove their right to rent. Landlords cannot discriminate against those who can only prove their right to rent digitally using the Home Office online service '[View a tenant's right to rent in England](#)'.

Some individuals can choose to use either a physical document e.g. Biometric Residence Permit (BRP) or the online service to prove their right to rent. Although a landlord may choose to encourage use of the Home Office online service and may support individuals in doing so (e.g. by providing access to hardware and the internet), they are not permitted to mandate online checks for these individuals. If they do not wish to demonstrate their right to rent using the Home Office online service, the landlord should conduct the manual check.

The online service works on the basis of the prospective tenant first viewing their own Home Office right to rent profile by using the GOV.UK service at: '[Prove your right to rent in England](#)'.

They may then choose to share this information with the landlord, by providing them with a 'share code', which, when entered along with the individual's date of birth, enables the landlord to access the information via the online service available on GOV.UK at:

['view a tenant's right to rent in England'](#).

The prospective tenant, or tenants, may provide this to the landlord directly, or they may choose to send this via the service, in which case the landlord will receive an email from right.to.rent.service@notifications.service.gov.uk.

Landlords must access the online service using the landlords page on GOV.UK, entitled ['View a tenant's right to rent in England'](#) in order to obtain a statutory excuse. It is not sufficient to view the information provided to the prospective tenant, or tenant, when they view their profile using the tenant's part of the Home Office online right to rent checking service. Just doing this will not provide the landlord with a statutory excuse.

When carrying out a right to rent check using the Home Office online service, landlords must access this via GOV.UK ['View a tenant's right to rent in England'](#) to obtain a statutory excuse against liability for a civil penalty.

- Landlords can carry out this check via video call;
- Landlords do not need to see or check an individual's documents.

This is because the individual's right to rent status is provided in real-time directly from Home Office systems and landlords must check the likeness between the individual and the photograph provided from the online service.

How: There are three basic steps to conducting an online right to rent check:

1. use the Home Office online right to rent checking service ['View a tenant's right to rent in England'](#) page on GOV.UK in respect of an individual and only rent to the person or enter in to a tenancy agreement with the person, if the online check confirms they have the right to rent;
2. satisfy yourself that any photograph on the online right to rent check is of the individual;; and
3. retain a clear copy of the response provided by the online right to rent check (storing that response securely, electronically or in hardcopy) for the duration of the tenancy and for 12 months afterward.

The Home Office Resolution Centre will also be able to assist users who are experiencing technical issues with their online immigration status, and where necessary, enable account holders' status to be verified through alternative means.

If a landlord is unable to conduct an online check because the individual has an outstanding application, appeal, or administrative review with the Home Office in respect of their leave, they must contact the [Landlord Checking Service](#).

If the online right to rent check does not confirm that the individual has a right to rent, the landlord will not have a statutory excuse if they enter into a tenancy agreement with them.

The Home Office Landlord Checking Service

When an individual cannot provide the landlord with any of the documents from [List A or List B](#), but claims that:

- they have an ongoing immigration application or appeal with the Home Office;
- their documents are with the Home Office; or
- they have been granted permission to rent by the Home Office.

you should contact the Landlord Checking Service (LCS). The LCS can confirm the Home Office records that the applicant has lawful statuses and, if appropriate, will issue a 'yes' response.

The statutory excuse will continue from the expiry date of an existing tenant's leave for a further period of up to 28 days to enable the landlord to obtain a 'yes' response from the Landlord Checking Service. This '28-day period' does not apply to checks carried out before the start of a tenancy. In such circumstances, the landlord should delay entering into a tenancy agreement with the individual until they have received a 'yes' response from the Landlord Checking Service.

For individuals who make a late application to the EU settlement Scheme, please refer to the [Right to rent Checks: Landlord's guide](#) for further information.

How: A landlord must request verification of right to rent from the Home Office's Landlord Checking Service using '[Request a Home Office right to rent check](#)' on GOV.UK. This is a different process to the online checking service described in [Conducting an online right to rent check](#).

Where a landlord does not have access to the internet, a request can be made by telephone. This telephone number can be found in the [Landlord's guide to right to rent checks](#).

The Landlord Checking Service will respond to the landlord with a clear "yes" or "no" response within two working days. **This will only be sent to the landlord by the Landlord Checking Service and will contain a unique reference number.**

The information provided by the Landlord Checking Service will clearly set out whether a check will be required, and if so, when.

If the Landlord Checking Service has not considered the request within two working days, an automatic response will be sent to the landlord informing them that they can let their property to the prospective tenant. Any response from the Home Office Landlord Checking Service must be retained in order to maintain a statutory excuse against a civil penalty.

Please note that the Landlord Checking Service is for the use of landlords and agents **only**.

Eligibility Periods

If presented with a document in List B, the landlord will establish a statutory excuse for a limited time period, “the eligibility period”. The eligibility period will be the longest of the following:

- one year, beginning with the date on which the checks were last made; or
- until the period of the person’s leave to be in the UK expires; or
- until the expiry of the validity period of the immigration document which evidences their right to be in the UK.

To maintain a statutory excuse against the civil penalty, a check should be conducted before the expiry of the eligibility period. At this point, landlords will need to conduct follow-up checks.

A further check can take place at any time, such as when a tenant tells the landlord that they have extended their immigration permission and by undertaking a further check their eligibility period may be extended.

Nationals of an EEA country, Australia, Canada, Japan, New Zealand, Singapore, South Korea or the USA who are visitors to the UK

Nationals of the EEA, Australia, Canada, Japan, New Zealand, Singapore, South Korea and the USA, who enter the UK as a visitor are able to use eGates at UK airports, seaports and Brussels and Paris Eurostar terminals. Those individuals wishing to do so must hold a biometric passport. Those individuals not in possession of a biometric passport will be processed by a Border Force Officer at the manned passport control point. They will not have their passports endorsed with a stamp, instead individuals will be informed of their leave and its associated conditions verbally by a Border Force Officer.

Those coming to live in the UK for more than six months will have a visa in their passport and will collect their biometric residence permit post-arrival, or will have been issued their immigration status digitally (known as an eVisa). This will provide them with a means of evidencing their status in the UK, in common with all other non-EEA citizens coming to live in the UK for more than six months.

Those entering the UK as a visitor or business visitor will be granted automatic leave to enter for a maximum period of up to six months and will not have a document to evidence their lawful status in the UK. Nationals of the EEA, Australia, Canada, Japan, New Zealand, Singapore, South Korea and the USA who are visitors, are, therefore, permitted to use a combination of their passport, plus evidence of entry to the UK to demonstrate a right to rent.

Acceptable evidence of entry to the UK may include (but is not restricted to) one of the following, or a combination of:

- An original or copy of a boarding pass or electronic boarding pass for air, rail or sea travel to the UK, establishing the date of arrival in the UK in the last six months;
- An original or copy airline, rail or boat ticket or e-ticket establishing the date of arrival in the UK in the last six months;
- Any type of booking confirmation (original or copy) for air, rail or sea travel to the UK establishing the date of arrival in the UK in the last six months;
- Any other documentary evidence which establishes the date of arrival in the UK in the last six months.

Under the Immigration Rules, upon arrival, non-visa nationals can be granted leave to enter the UK for up to six months from the date of their arrival. However, a different legislative framework governs the Right to Rent Scheme, purposely designed to minimise the frequency of checks a landlord needs to undertake. The Scheme allows a landlord to establish a statutory excuse against a civil penalty for a limited period known as [the eligibility period](#). The time-limited statutory excuse lasts for 12 months from the date the right to rent check was performed, or until expiry of the person's permission to be in the UK, or until expiry of the validity of their document (physical or digital) which evidences their right to be in the UK, whichever is the longest. Landlords who have correctly conducted a right to rent check will obtain a statutory excuse for 12 months and must schedule a [follow-up check](#) before the end of the 12 month eligibility period if the individual is still occupying the accommodation.

In some cases, individuals may choose to see an officer at the border to request a stamp in their passport, which will evidence their date of entry to the UK. In these

circumstances, a landlord can conduct a right to rent check by checking their passport and the endorsement in it.

There are three basic steps to conducting a right to rent check on these citizens:

Step 1: Establish that the individual is a national of an EEA country, Australia, Canada, Japan, New Zealand, Singapore, South Korea or the USA

Landlords must check the individual's passport to ensure they are a national of one of the countries listed along with evidence of their arrival in the UK in the last six months.

Step 2: Check

Landlords must check the documents in the presence of the holder. This can be a physical presence in person or via a live video link, although in either case the landlord must be in possession of the original documents.

Step 3: Copy

Landlords must make a clear copy of each document in a format which cannot be altered later and retain the copy securely: electronically or in hardcopy. Landlords must make a record of the date on which the check was made and retain the copies securely for at least one year after the tenancy agreement comes to an end.

Follow-up checks

Where the initial right to rent checks are satisfied with one of the following:

- a document from List B;
- a time-limited response from the Home Office online service;
- a check of nationals of EEA, Australia, Canada, Japan, New Zealand, Singapore, South Korea or the USA, who are visitors to the UK;
- the Landlord Checking Service has provided a 'yes' response to a request for verification of a right to rent.

A landlord establishes a time-limited statutory excuse. This time-limited statutory excuse lasts either for 12 months from the date of the right to rent check or until expiry of the person's permission to be in the UK, or until expiry of the validity of the Home Office document which evidences their right to be in the UK, whichever is later. [A follow-up check](#) should be undertaken before this time-limited statutory excuse expires in order to maintain a statutory excuse against a civil penalty.

The landlord should ask the occupier for proof of their continued right to rent. The occupier can choose to evidence their continued right to rent either by providing the landlord with:

- documents from List A or B; or
- evidence of their date of entry to the UK if they are nationals of an EEA; country, Australia, Canada, Japan, New Zealand, Singapore, South Korea or the USA and are visitors to the UK; or
- access to their status via the Home Office online service [Landlords Checking Service](#), where applicable.

If the occupier cannot produce evidence of their continued right to rent, the landlord must [make a report to the Home Office](#) in order to maintain their statutory excuse, which will provide a defence against liability for a civil penalty.

If the occupier cannot produce any documents (physical or digital), but claims one of the following the landlord must request a right to rent check from the Landlord Checking Service. If the occupier cannot produce any documents (physical or digital), but claims to have one of the following, the landlord must request a right to rent check from the Landlord Checking Service [Landlord Checking Service](#):

- an ongoing application or appeal with the Home Office to vary or extend their leave in the UK; or
- that their documents are with the Home Office;
- have an ongoing application or appeal with the Home Office to vary or extend their leave in the UK
- or that their documents are with the Home Office
- or that they have [permission to rent.permission to rent](#)
- ,

If positive confirmation is received, by way of a 'yes' response from the Landlord Checking Service, the response will also establish a statutory excuse, and will clearly detail if and when a follow-up check is required and must be retained as evidence.

If the Landlord Checking Service informs the landlord that the occupier no longer has a right to rent, by way of a 'no' response, the landlord must [make a report to the Home Office](#) in order to maintain a statutory excuse, as detailed below. If they do not do this, their statutory excuse will expire, and they will knowingly be letting to a disqualified person.

Making a report to the Home Office

If the follow-up checks indicate that an occupier no longer has the right to rent, or an existing occupier or occupiers are not co-operating with follow-up checks, the landlord must make a report to the Home Office using the [online form](#). The landlord must make the report as soon as reasonably practicable after discovering that the occupier no longer has a right to rent, and before their existing time-limited statutory excuse expires.

Copies of documents (physical or digital) should not be submitted when making a report, but should be retained as set out in [initial right to rent checks](#) to satisfy a right to rent check and for future enquiries.

Making a report in the specified way will generate a unique reference number. Landlords must ensure they keep a copy of that number as evidence of their continued statutory excuse. All copies of documents taken should be kept for the duration of the tenancy agreement and for at least one year thereafter.

Making a report to the Home Office maintains a statutory excuse where the eligibility period in respect of an occupier has expired. A statutory excuse can only be established initially by conducting checks before the beginning of the tenancy.

A landlord who has failed to conduct the requisite checks before the beginning of a tenancy cannot establish a statutory excuse by making a report to the Home Office at a later date.

6: How the civil penalty scheme will be administered

If a landlord is found letting to a person who has no right to rent, the landlord or property owner may be issued with a **Referral Notice** informing them that the details of their case are being referred to officials with responsibility for administering the Scheme, to consider liability for a civil penalty. The notice will also detail how the case will be considered and the possible decision outcomes.

The landlord will then be sent an **Information Request** giving them the opportunity to present further information and evidence which will inform the decision on liability and, if appropriate, the level of the penalty.

If a landlord is then found liable for a civil penalty, they will be issued with a **Civil Penalty Notice**. This notice will include details of why the Home Office considers the landlord to be liable, the amount of the penalty and how to pay it, and information on how a landlord may pay the penalty or object to the penalty. If a landlord is not found liable for a civil penalty, they will be issued with a **No Action Notice** which makes clear that no further action will take place under the Scheme on this occasion.

In the event that the Home Office visits a property and the landlord is able to demonstrate to officials at this time that they have a statutory excuse in respect of the occupiers identified as having no right to rent, the landlord will not be served with a **Referral Notice** in respect of these occupiers. Instead, they will be issued with a **No Action Notice** indicating that no action will be taken on this occasion under the Scheme and the case will be closed. This notice will not be taken into account for the purposes of calculating penalty amounts in the event of any future breach of the Scheme.

Objecting to the penalty

If the landlord receives a **Civil Penalty Notice** from the Home Office, they can object in writing within 28 days of the due date specified in the notice. Details of the reason for objecting must be supplied along with evidence supporting one or more of the acceptable grounds for objection as set out on the **Objection Form**.

The Home Office will send an **Objection Outcome Notice** if the penalty is to be cancelled, reduced or maintained. If the penalty is to be increased, a new **Civil Penalty Notice** will be sent. Each of these notices will include a Statement of Case.

Appealing against the penalty

Upon receiving an **Objection Outcome Notice** informing the landlord that they remain liable for a civil penalty of the same or a reduced amount, the landlord may then appeal to the Courts if they are not satisfied with the Secretary of State's considerations. The landlord must appeal to the Courts within 28 days of either the date specified in the new **Civil Penalty Notice** or the date specified on the **Objection Outcome Notice**. The deadline for appeal will be specified on the new **Civil Penalty Notice** or **Objection Outcome Notice**.

If the landlord does not receive an **Objection Outcome Notice** within the 28-day period, an appeal must be brought within 28 days of the date by which the Home Office should have replied.

A landlord may only appeal on the same grounds on which they could object to a penalty as set out in [objecting to the penalty](#).

Paying the penalty

The landlord must pay the civil penalty by the date specified in the **Civil Penalty Notice** or the **Objection Outcome Notice** maintaining or reducing the penalty. This will be at least 28 days after the date on which the notice is given.

A landlord may request permission from the Home Office to pay their civil penalty by instalments. In such cases, landlords should provide the full details of their inability to pay the full penalty in one payment.

There is also a fast payment option that gives a landlord the opportunity to pay a **30% lower amount** if payment is received **in full within 21 days** of the **Civil Penalty Notice** being issued. This option is only available for landlords in receipt of their first penalty under the Scheme.

If the landlord does not pay the penalty in full or set up and comply with payment by instalments, or object or appeal by the deadlines given in the **Civil Penalty Notice** or **Objection Outcome Notices**, the Home Office will start action to recover the civil penalty.

7: Determining liability and calculating the penalty amount

When considering a landlord's liability for a civil penalty, the Home Office will follow the framework set out below.

A penalty may be imposed in relation to each person who requires a right to rent but does not have one, who is found to have been authorised to occupy the premises under a residential tenancy agreement.

If a landlord has been found to have authorised occupation of property by someone with no right to rent, the Home Office will use the decision process below to first determine liability of the landlord, and then in the case that the landlord is found liable, calculate the final penalty amount per disqualified person. The penalty amount is based on whether the landlord has previously breached the Scheme as well as the nature of the breach.

Stage 1: Determining Liability

Where a landlord has been found to have authorised occupation of property by someone with no right to rent, do they have a statutory excuse? If the answer is yes, the Home Office issues a No Action Notice. If the answer is no, proceed to stage 2.

Stage 2: Determining the level of the breach

Has the landlord breached the Scheme within the past three years? If the answer is no proceed to **Stage 3, level 1**. If the landlord has breached the Scheme in the past three years, the case will proceed to **Stage 3, level 2**.

Stage 3: Calculating the penalty amount

Level 1 (first breach) maximum penalty

- Category A (lodgers in a private household) **£80**
- Category B (occupiers in rented accommodation) **£1,000**

Level 2 (subsequent breach) maximum penalty

- Category A (lodgers in a private household) **£500**
- Category B (occupiers in rented accommodation) **£3,000**

Stage 1: Determining Liability

In stage 1 of the consideration process, the Home Office will determine if a landlord has a statutory excuse against liability for a civil penalty. A landlord will have a

statutory excuse if they have correctly carried out the prescribed right to rent checks using acceptable documents in List A or List B or the Home Office online checking service and made any necessary reports. Where an occupier has a time-limited right to rent and a landlord has therefore established a time-limited statutory excuse, they will need to have conducted follow-up document checks to maintain a statutory excuse. If the follow-up checks indicate that the occupier no longer has the right to rent, the landlord will need to have made a report to the Home Office. If an agent is performing the check, they will need to have informed the landlord of the outcome in writing.

Where the Home Office determines that a landlord has a statutory excuse, the landlord will not be liable for a penalty in respect of that occupier. However, where the Home Office considers that a landlord does not have a statutory excuse, the landlord will be liable for a penalty and the decision will proceed to stage 2.

Stage 2: Determining the level of breach

In stage 2, the Home Office will consider whether a landlord has previously been in breach of the Scheme, as this will affect the penalty amount issued. If in the past three years, a landlord has been issued with a **Civil Penalty Notice** under the Scheme and exhausted all their objection and appeal rights, the landlord will be subject to Level 2 penalty amounts of either £500 or £3,000 per occupier identified as a disqualified person. If a landlord has not previously been in breach of the Scheme, they will be subject to the lower penalty amounts specified under Level 1, £80 or £1,000 per occupier identified as a disqualified person.

Stage 3: Calculating the final penalty amount

In stage 3, the Home Office will consider the nature of the breach to determine the final penalty amount per occupier. If the breach is in relation to a lodger in a private household, the landlord will be subject to the relevant Category A penalty amount (£80 or £500). If the breach is in relation to an occupier in private rental accommodation, the landlord will be subject to the relevant Category B penalty amount (£1,000 or £3,000).

8: Annex A - List of acceptable professional persons

- accountant
- airline pilot
- articulated clerk of a limited company
- assurance agent of recognised company
- bank/building society official
- barrister
- chairman/director of limited company
- chiropodist
- civil servant (permanent)
- commissioner of oaths
- councilor, e.g. local or county
- dentist
- director/manager/personnel officer of a VAT-registered company
- engineer - with professional qualifications
- financial services intermediary, for example a stockbroker or insurance broker
- fire service official
- funeral director
- general practitioner
- insurance agent (full time) of a recognised company
- journalist
- Justice of the Peace
- legal secretary - fellow or associate member of the Institute of Legal Secretaries and PAs
- licensee of public house
- local government officer
- manager/personnel officer of a limited company
- member, associate or fellow of a professional body
- Member of Parliament
- Merchant Navy officer
- Minister of a recognised religion
- nurse - RGN or RMN
- officer of the armed services
- optician
- paralegal - certified paralegal, qualified paralegal or associated member of the Institute of Paralegals
- person with honours, for example an OBE or MBE
- pharmacist

- photographer - professional
- police officer
- Post Office official
- president/secretary of a recognised organisation
- Salvation Army officer
- social worker
- solicitor
- surveyor
- teacher, lecturer
- trade union officer
- travel agent - qualified
- valuer or auctioneer - fellows and associate members of the incorporated society
- Warrant Officers and Chief Petty Office

9: Annex B: Temporary COVID-19 adjusted right to rent checks

To support social distancing measures during the global pandemic, temporary changes have been made to the way in which landlords carried out right to rent checks between 30 March 2020 and 31 August 2021 (inclusive).

Due to the COVID-19 pandemic some countries have advised that expired passports should be considered as valid for an extended period of time. Where an individual is unable to demonstrate a right to rent because their leave is in a recently expired passport, landlords should contact the Landlord Checking Service (LCS) via GOV.UK to verify their status and obtain a defence against a civil penalty:

<https://eforms.homeoffice.gov.uk/outreach/lcs-application.ofml>

Landlords must make a copy of their expired passport and endorsement and retain this with the response from the LCS to have a statutory excuse against liability for a civil penalty.

Landlords will maintain a defence against a civil penalty if the check they have undertaken during this period was done in the prescribed manner or as set out in the COVID-19 adjusted checks guidance on GOV.UK. However, any individual identified with no lawful immigration status in the UK may be liable to enforcement action.

COVID-19 Adjusted Guidance

Landlords should:

- ask the tenant to submit a scanned copy or a photo of their original documents via email or using a mobile app
- arrange a video call with the tenant – ask them to hold up the original documents to the camera and check them against the digital copy of the documents
- Record the date made the check was made and mark it as “adjusted check undertaken on [insert date] due to COVID-19”

If the tenant has a current Biometric Residence Permit or Biometric Residence Card or has been granted status under the EU Settlement Scheme or the points-based immigration system, the landlord can use the Home Office online service while doing a video call – the tenant must give permission to view their details.

Checks continue to be necessary, and landlords must continue to check the acceptable documents set out in right to rent checks: a landlord’s guide or use the Home Office online service. It remains an offence to knowingly rent to anyone who

does not have the right to rent in the UK. Further guidance is available on GOV.UK at:

<https://www.gov.uk/guidance/coronavirus-covid-19-landlord-right-to-rent-checks>.

End of COVID-19 Adjusted Checks

COVID-19 adjusted checks will end on 31 August 2021. From 1 September 2021, landlords are required to carry out right to rent checks as set out in legislation and guidance. Checks should now be carried out either face to face with physical document checks, or using the Home Office online service.

Retrospective checks

Landlords do not need to carry out retrospective checks on those who had a COVID-19 adjusted check between 30 March 2020 and 31 August 2021 (inclusive). This reflects the length of time the adjusted checks have been in place and supports business during this difficult time.

Landlords will maintain a defence against a civil penalty if the check they have undertaken during this period was done in the prescribed manner or as set out in the COVID-19 adjusted checks guidance. However, any individual identified with no lawful immigration status in the UK may be liable to enforcement action.