

[Home](#) / [Housing](#) / [Landlords](#) / [Private landlord advice](#)

## Private landlord advice

# Overview

We provide information and advice to landlords on a variety of subjects including:

- Finding tenants
- Tenancy agreements
- Landlord access to tenant benefits and arrears
- Overpayments of rent
- Renting out houses for multiple occupation (HMOs)
- Property inspections
- Tenants and antisocial behaviour
- Ending a tenancy
- Property repairs
- Our enforcement policy.

You will need an online account to request landlord advice. Create an account if you don't already have one.

[Request landlord advice](#)



Read through our landlord pages for more information.

## Landlord groups

There is a Landlord's Forum Steering Group that meets each month to help the Council find better ways of communicating with landlords, for example, through the Accommodate newsletter.

**You can also join the Midland Landlord Accreditation Scheme (MLAS). All members are required to adhere to strict standards in order to gain MLAS accreditation.**

© Birmingham City Council

[Home](#) / [Housing](#) / [Landlords](#) / [Private landlord advice](#)

## Private landlord advice

# Before you rent out your property

Although there is no specific permission required before you rent out your property, there are certain requirements you must comply with in order to avoid the possibility of any legal action being taken against you as follows:

- **Fire:** All residential premises need to provide a reasonable degree of protection in the event of a fire. If your property is a house in multiple occupation (HMO) you will need to ensure that it has enhanced fire precautions installed depending upon the height and layout of the property as well as the number and background of the occupiers. The Homestamp website provides more information.
- **Gas:** If the property has a gas supply then the entire gas installation (appliances, pipework and flues) must be maintained in safe working order. The gas installation must be examined and tested annually by a Gas Safe Registered contractor and a landlord's gas safety certificate obtained which must be shown to all new tenants before they move in and to existing tenants within 28 days of the date it was issued. You must keep the gas safety certificate on record for at least two years. If the property is a HMO then you must provide the gas safety certificate to the Council within 7 days if requested to do so in writing.
- **Planning and building regulations:** If you are extending or converting a house into flats or multiple occupation (HMO) you may need to obtain planning permission. Many types of building work involving the structure of the house, drainage, the electrical installation, and replacement windows may also need to comply with regulations.
- **HMOs:** If your property is a licensable HMO (three or more stories in height and occupied by five or more persons living as more than one household and sharing at least one amenity) then you must ensure it is licensed. The property must meet particular accommodation and management standards as conditions of the licence. If your property is a HMO but it is not licensable (fewer than three stories or fewer than five households) you will still need to adhere to the HMO management regulations. Similar property standards in terms of amenities, fire

precautions and heating will be applied to non-licensable HMOs, which are actionable through the housing health and safety rating system (HHSRS).

- **Furniture:** Any upholstered furniture that you supply with the property will need to comply with the Furniture and Furnishings (Fire Safety) Regulations.
- **Electricity:** If your property is a HMO but it is not licensable, the electrical wiring in the property must still be safe. Under the HMO Management Regulations, the Council can ask you to provide a valid electrical safety certificate. You must provide this within 7 days of our request so best practice dictates that you carry out regular electrical installation inspections.

## Inspection

We do not always have to your property, but in some cases it could be necessary if your property is a HMO. If your property has been licensed as a HMO then we must inspect it within 5 years of the licence application date to assess whether there are any hazards in need of attention under the housing health and safety rating system (HHSRS). How soon your property is inspected within that five year period will depend upon the degree of risk as assessed from the licence application details.

© Birmingham City Council

[Home](#) / [Housing](#) / [Landlords](#) / [Private landlord advice](#)

## Private landlord advice

# Finding a tenant, tenancy agreements and deposits

Our new social lettings agency, Let to Birmingham, takes the hassle out of finding a tenant.

If you need to advertise to find a tenant you could try the following options:

- Local newspapers and magazines
- A local letting agency
- A local estate agency
- Local shop windows or supermarkets noticeboards
- University websites
- Studentpad website.

If you contact a letting or estate agent you will probably have to pay a fee for advertising and renting out your property. They can also manage the property for you, subject to a management fee.

## Tenancy agreements

A tenancy agreement is a legal document that secures your position as landlord. It is sensible to put everything in writing so that both you and the tenant have a clear record of both your rights and responsibilities as the landlord and your tenant's rights and responsibilities. The agreement should include information about:

- The type of tenancy
- The length of the tenancy
- How much rent the tenant should pay and how often

- Who is responsible for repairs
- How to end the tenancy and the procedure for leaving the property.

The tenancy agreement should also show the landlord's (or agent's) name and address and a contact telephone number.

You can let your property with only a verbal agreement, but we advise against this.

Please note that a tenant cannot claim benefits without a valid contract.

## Deposits

When you take a deposit from your tenant you should always issue a receipt and a detailed inventory detailing everything you provide (such as furniture, carpets and appliances) and describing the condition of the property. It is also useful to take photographs. If you have let your property on an assured short-hold tenancy you are required by law (Housing Act 2004) to register your tenant's deposit with one of the three government-approved tenancy deposit schemes.

You must:

- Protect your tenant's deposit within 30 days of receiving it
- Return your tenant's deposit at the end of the tenancy.

You must also provide your tenant in writing with all the information the law requires within 30 days, this includes:

- Your contact details
- Details of the tenancy deposit protection scheme you used
- Information about the purpose of the tenancy deposit protection scheme
- How to get the deposit back at the end of the tenancy
- What to do if there is a dispute about the deposit.
- A court can fine you between 1 and 3 times the value of the deposit if you:
- Protect a tenant's deposit after 30 days
- Fail to give the tenant details of the scheme within 30 days, or
- Fail to protect the deposit at all (the court can also order you to protect the deposit).

If you do not protect the deposit and provide the tenant with the required information, your right to evict your tenant will also be affected. Normally if your tenant has an

**assured short-hold tenancy, you can evict your tenant simply by giving your tenant two months' notice (Section 21 Notice) and getting a court order once this has expired.**

**If you failed to protect the deposit or give the tenant details of the deposit protection scheme, you can only get a court order to evict your tenant if they have breached a condition of the tenancy—for example, if your tenant has not paid their rent. You would be able to use a Section 21 Notice only if you return all the deposit money to the tenant before serving the Notice or if you are authorised by your tenant to offset the deposit money against rent arrears, damage or if your tenant has brought a sued you and the matter has been fully resolved.**

**© Birmingham City Council**

[Home](#) / [Housing](#) / [Landlords](#) / [Private landlord advice](#)

## Private landlord advice

# Repairs

As a landlord you are responsible for repairs to:

- The structure and outside of the property
- Basins, baths, sinks and toilets
- Fires, radiators, water heaters
- Water, gas and electricity supply and meters
- Water tanks and boilers

You should include details of your responsibility for the maintenance of your property in your tenancy agreement. You should also provide tenants with clear guidelines on how to report a repair.

If the repairs are not done promptly, tenants can:

- Contact the Council and ask us to take action. We would then speak to the landlord about the repairs and work with the landlord to get these completed. If the landlord continues to withhold repairs then further action may be taken by Council.
- Take you to court.
- Sue you for compensation if they are injured or their possessions are damaged because you didn't carry out the necessary repairs.

## Finding a reliable builder

No Rogue Traders Here works with Trading Standards to keep a list of traders across the West Midlands who have been interviewed and quality checked. Register for free at [www.noroguetradershere.com](http://www.noroguetradershere.com) or call them on 0800 233 5000 to find an honest and fair trader today

Or, look for a builder who is TrustMark certified. *TrustMark* is a government initiative set up to help individuals find a reliable trader. Any trader that is 'trust marked' means they have had their financial position checked and have signed up to a code of practice that includes insurance, proper health and safety practices and customer care.

© Birmingham City Council

[Home](#) / [Housing](#) / [Landlords](#) / [Private landlord advice](#)

## Private landlord advice

# Problems with a tenant

### Nuisance neighbours

If your tenants complain about antisocial behaviour, or someone complains to you about your tenants, you need to take action. Doing nothing can mean that you lose tenants and money—whether it's your tenants' behaviour that is the problem or if someone else is making your tenants' lives miserable.

Call the Birmingham Antisocial Behaviour Helpline on 0121 303 1111 for help and advice.

### Rent arrears (failure to pay rent)

If your tenant is receiving Housing Benefit payments direct and falls into arrears of eight weeks or more, please report it to us. We will then usually send any further Housing Benefit payments directly to you or the agent.

If we do not feel that you are a fit and proper person to receive these payments direct, we can refuse to make them or withhold benefits while an investigation takes place. To recover the arrears you would have to pursue the tenant. This may involve taking enforcement action against them.

If you are considering taking enforcement action against your tenant, please contact the Benefit Service by:

**Telephone: 0121 464 7000**

**Post:**

**Benefit Service**

**Birmingham City Council**

**PO Box 8267**

**Birmingham**

**B4 7XF**

© **Birmingham City Council**

[Home](#) / [Housing](#) / [Landlords](#) / [Private landlord advice](#)

## Private landlord advice

# Benefits

As a landlord, you can enquire about your tenant's benefit claims as long as the claimant has signed part 16 of the Housing Benefit application form. As the landlord, you must be able to provide the following information when calling about your tenant's claim:

- Your name and/or company name
- Your address and/or company address
- Your tenant's name and address
- Your landlord code, if you have one.

We can discuss only the following with you:

- That your tenant has claimed or renewed their claim for Housing Benefit, that we have received the form, and the date on which we received it
- That we have made a decision on your tenant's claim and whether they are entitled to benefit, but we cannot give reasons or how we calculated it
- That we have made a payment to your tenant and the dates of entitlement, but we cannot tell you the amount or how we calculated it
- That we need more information to make a decision on your tenant's claim and what general information we need, but we cannot tell you specific details we have requested.

In certain situations we can also discuss the following about your tenant with you:

- Whether we have issued a short review form (or whether one we have issued hasn't been returned)
- The reason why we have suspended a claim (for example, if the claimant is no longer entitled to receive benefits, we can tell you that we believe their circumstances have changed and we have written to them to clarify the situation)

- The reason why we have cancelled a claim (for example, due to the claimant not returning information we have requested, although we cannot disclose the specifics).

## Receiving benefits payments

If your tenant is receiving Local Housing Allowance, it will generally be paid directly to them, unless they are protected by the safeguard policy and have applied to be placed onto this. Examples of when the safeguard policy will be used are:

- Vulnerability
- Arrears
- Unable to open bank account
- A history of debt problems.

We will need evidence for each of the above.

If your tenant is claiming Housing Benefit, we will pay it in accordance with the original application and how the tenant originally agreed payments would be made. This would be one of three options:

- Directly to the landlord – you must have a valid landlord code for this
- To the tenant by cheque
- To the tenant by BACS (bank transfer).

If you are unsure of how payments will be made, contact the Benefit Service on **0121 464 7000** for further advice.

If you're receiving direct payments for Housing Benefit for more than one tenant, we will only send you one receipt/payment. With it, we will include a schedule that shows the dates and the amount of benefit we are paying on behalf of each tenant.

If we are paying the benefit directly to your tenants, we will not send you any payment information.

If you have received direct payments and there has been an overpayment, we will recover the overpaid amount from you. You must tell us as soon as you become aware of any overpayments to stop any action being taken against you. To recover overpayment we may send an invoice or deduct it from future benefit payments.

© **Birmingham City Council**

[Home](#) / [Housing](#) / [Landlords](#) / [Private landlord advice](#)

## Private landlord advice

# Ending a tenancy

The law around ending a tenancy is relatively straightforward. You will normally have to serve a written notice on your tenant. The type of notice depends on when the tenancy started and why you want them to leave.

If your tenant refuses to leave, you may need to get a possession order from the County Court, depending on the type of tenancy agreement you have with your tenant. If your tenant still doesn't leave, you may have to go back to court to get a bailiff's warrant.

The important thing to remember is that **you cannot evict your tenant yourself**; you must follow the correct procedure. Contact us for advice.

There are different types of tenancies, each with different notice types.

## Assured and assured short-hold tenancies:

An **assured tenancy** gives your tenant the long-term right to stay in the property. You can only end it if you have a specific reason for doing so, such as rent arrears. You must serve either two weeks' or two months' notice to quit, depending on your reasons for doing so.

An **assured short-hold tenancy** is for a fixed period of time and gives your tenant fewer rights. At the end of the fixed period of time, you have an automatic right to end the tenancy. You will need to give your tenant two months' notice. The notice period cannot end before the end of the agreed fixed-term period. If you don't give notice before the end of the fixed term there are special rules for issuing it at a later date.

## Resident landlord lets and lodgings

If you share living accommodation such as a living room, kitchen or bathroom with your tenant, you need only give reasonable notice. This notice should be at least equal to how often the rent is payable (for example, weekly or monthly). At the end of the notice

period you can carry out a peaceful eviction and there is no need to get a court order. If you are going to evict your tenant you must be careful not to cause a breach of the peace. It is sensible to take legal advice first.

If you live in the same house as your tenant but don't share living accommodation you must serve a notice to quit that:

- Is equal to how often the rent is due
- Gives at least 28 days' notice
- Must end on the last day of a rental period.

The notice must be on a special form which is available from legal stationers. If your tenant has not left at the end of the notice period, you must apply to the County Court for a possession order.

**It is a criminal offence to evict a tenant without following the correct procedure.**

© Birmingham City Council