Landlord Compliance Checklist & Penalty Guide

A practical guide for private landlords in England — covering your legal duties, the fines and penalties for getting them wrong, and how a managing agent reduces your exposure. Updated to reflect the Renters' Rights Act 2025 (often referred to as the Renters' Reform Bill).

How to use this guide. Work through the checklists in Sections 1–5, tick off what you already have in place, and use Section 6 to understand what non-compliance actually costs. Section 7 explains how instructing an agent mitigates each risk, and Section 8 sets out the duties that stay with you personally even when an agent manages the property. This is general guidance, not legal advice.

1. Safety and property condition

Done	Requirement	What good looks like
	Gas safety (CP12)	Annual check by a Gas Safe registered engineer. Copy to the tenant within 28 days and to any new tenant before they move in. Keep records for two years.
	Electrical safety (EICR)	Electrical Installation Condition Report by a qualified person at least every five years, and at the start of a new tenancy. Copy to tenants within 28 days, and to the council within seven days on request. Remedial work within 28 days.
	Smoke and CO alarms	A working smoke alarm on every storey, and a carbon monoxide alarm in every room with a fixed combustion appliance (excluding gas cookers). Tested on the first day of the tenancy and repaired or replaced when reported faulty.
	Energy performance	Valid EPC (minimum band E unless a valid exemption is registered), provided before marketing and to the tenant. Plan ahead for tightening minimum standards.
	Fire safety and furnishings	Upholstered furniture meets the 1988 fire safety regulations; escape routes clear; HMOs meet additional fire precautions.
	Legionella and water	Simple risk assessment recorded and reviewed, especially where a property has been empty.
	Repairs and fitness	Property free from Category 1 hazards under HHSRS; structure, exterior, heating, hot water and sanitary ware kept in repair; fit for human habitation throughout the tenancy.
	Damp, mould and Awaab's Law	Investigate reported serious hazards, including damp and mould, and complete remedial work within the timescales set by regulations extending Awaab's Law to the private rented sector.
	Decent Homes Standard	Private rented homes must meet the Decent Homes Standard as it is applied to the sector: in reasonable repair, reasonably modern facilities, and a reasonable degree of thermal comfort.

2. Money, deposits and fees

Done	Requirement	What good looks like
	Deposit cap	No more than five weeks' rent where annual rent is under £50,000, or six weeks' rent at or above £50,000. No separate pet deposit and no compulsory pet insurance charge.
	Deposit protection	Protect in a government-approved scheme within 30 days of receipt and serve the prescribed information and scheme leaflet within the same period.
	Holding deposit	Maximum one week's rent, refunded or applied to rent or deposit within the statutory timescales; only withheld on the limited permitted grounds.
	Permitted payments only	Under the Tenant Fees Act 2019 you may only charge rent, a capped deposit, a capped holding deposit, tenant-default payments, utilities, council tax, TV licence, communications and capped change or early-termination fees.
	Rent in advance	No more than one month's rent in advance may be required, in line with the Renters' Rights Act 2025.
	Rent increases	One increase per year by the statutory notice procedure only, at market rent, with the tenant able to challenge at the First-tier Tribunal. Rent review clauses that bypass this are not effective.
	No rental bidding	Advertise a stated asking rent and do not invite or accept offers above it.
	Client money and tax	Rent accounted for accurately; income declared to HMRC; non-resident landlords registered under the NRL scheme.

3. Tenancy set-up and paperwork

Done	Requirement	What good looks like
	Right to Rent	Check and record the immigration status of every adult occupier before the tenancy begins, with follow-up checks where a time-limited status applies.
	Prescribed documents	Serve the current How to Rent guide, EPC, gas safety record, EICR and deposit prescribed information — and keep dated proof of service.
	Written statement of terms	Provide a written tenancy agreement reflecting rolling, open-ended periodic tenancies with no fixed term, and tenant notice of two months ending on a rent period date.
	Inventory and condition	Detailed, photographed, dated inventory and schedule of condition signed by the tenant — the single best protection in a deposit dispute.
	Discrimination	No blanket bans on families with children or on tenants in receipt of benefits, in advertising or in referencing criteria.
	Pets	Consider every written pet request on its merits and do not refuse unreasonably; respond in writing within the statutory timescale.
	Data protection	Handle applicant and tenant data lawfully under UK GDPR: registered with the ICO where required, clear privacy notice, secure storage, defined retention period.

4. Registration, licensing and redress

Done	Requirement	What good looks like
	PRS Database (not yet in force)	Not required yet. The PRS Database has not launched, so there is nothing to register at present. We will tell you when it opens.
	Landlord Ombudsman (pending)	Not required yet. The new landlord redress scheme is not open to join. Our own Property Ombudsman membership covers our agency.
	Selective and additional licensing	Check whether the property falls within a council selective licensing area and apply before letting.
	HMO licensing	Mandatory licensing for HMOs of five or more people forming two or more households, plus any additional local scheme; meet amenity and space standards.
	Planning and leasehold	Article 4 directions, freeholder or lender consent and leasehold subletting conditions all checked before letting.

5. Possession and ending a tenancy

Done	Requirement	What good looks like
	No Section 21	‘No-fault’ Section 21 evictions are abolished. Possession must be sought on a stated statutory ground with the correct notice period.
	Correct grounds and notice	Use the right ground (for example rent arrears, sale, landlord or family moving in) with valid evidence and correct notice, served properly and recorded.
	Restrictions after possession	Where possession is obtained on sale or moving-in grounds, observe the statutory restriction on re-letting or re-marketing the property afterwards.
	Never self-help	No changing locks, removing belongings, cutting services or pressuring a tenant to leave. Only a court bailiff or High Court enforcement officer may carry out an eviction.
	Records	Keep a full paper trail of notices, inspections, repairs, communications and rent statements — the case is usually won or lost on documentation.

6. Fines and penalties for non-compliance

Figures below reflect the maximum civil penalties and sanctions available in England at the time of writing. Local authority enforcement policies and court decisions determine the amount actually imposed, and several Renters' Rights Act provisions are being commenced in phases during 2025 and 2026.

Breach	Legislation	Penalty / consequence
Failure to protect a deposit or serve prescribed information	Housing Act 2004	Court order to repay the deposit or pay the tenant between one and three times the deposit, plus loss of certain possession grounds until it is returned.
Charging a prohibited fee	Tenant Fees Act 2019	Civil penalty up to £5,000 for a first offence; up to £30,000 or prosecution for a repeat offence within five years, plus repayment to the tenant.
Gas safety failures	Gas Safety (Installation and Use) Regulations 1998	Unlimited fine and up to six months' imprisonment; in the most serious cases prosecution for manslaughter.
Electrical safety failures	Electrical Safety Standards Regulations 2020	Civil penalty up to £30,000 per breach.
Smoke or CO alarm failures	Smoke and Carbon Monoxide Alarm Regulations	Civil penalty up to £5,000.
No valid EPC or below minimum standard	MEES Regulations 2015	Civil penalty up to £5,000 per property per breach, plus publication on the exemptions register.
Unlicensed HMO or unlicensed property	Housing Act 2004	Unlimited fine on prosecution or a civil penalty up to £30,000, plus a rent repayment order.
Rent repayment order	Housing and Planning Act 2016	Repayment of up to 12 months' rent to the tenant or to the council where housing benefit or universal credit was paid.
Right to Rent breach	Immigration Act 2014	Civil penalty up to £5,000 per lodger and £10,000 per occupier for a first breach, rising to £10,000 and £20,000 for repeat breaches; criminal prosecution for knowingly letting to a disqualified person.
Failure to register on the PRS Database (once in force)	Renters' Rights Act 2025	Civil penalty up to £7,000 for an initial breach and up to £40,000 or prosecution once the database launches. Not in force yet, so no penalty applies until it is commenced.
Failure to join the PRS Ombudsman (once in force)	Renters' Rights Act 2025	Civil penalty up to £7,000 for an initial breach and up to £40,000 or prosecution once the scheme launches. Not yet in force: the scheme is not open to landlords at present.
Rental bidding, discrimination against families or benefit recipients, or unreasonable pet refusal	Renters' Rights Act 2025	Civil penalty up to £7,000, rising to £40,000 for repeated or serious breaches.
Breach of Awaab's Law timescales or Decent Homes Standard	Renters' Rights Act 2025 / Housing Act 2004	Improvement or prohibition notices, civil penalties up to £7,000 (up to £40,000 for serious breaches), rent repayment orders and civil claims for disrepair.
Illegal eviction or harassment	Protection from Eviction Act 1977	Unlimited fine and up to two years' imprisonment, plus substantial civil damages to the tenant.
Banning order offences	Housing and Planning Act 2016	Ban from letting or managing property, entry on the national database of rogue landlords, and unlimited fine for breach of the order.
Data protection breach	UK GDPR / Data Protection Act 2018	ICO enforcement action and fines up to £17.5m or 4% of turnover, with lower-tier fines for registration and record-keeping failures.

7. How using a managing agent mitigates these risks

Instructing a professional agent does not transfer your legal liability — as landlord you remain responsible — but it removes most of the practical causes of non-compliance: missed dates, out-of-date paperwork, incorrect notices and undocumented decisions. In our experience, that is where almost every penalty begins.

Risk area	Relevant rules	How Sidney & Co reduce the risk
Missed safety deadlines	Gas, electrical, alarms, EPC	We diary every certificate renewal, instruct qualified contractors, serve the documents on tenants and retain dated proof, so nothing lapses unnoticed.
Deposit and fee errors	Tenant Fees Act 2019 / Housing Act 2004	Deposits are capped, protected within 30 days and prescribed information served through our client accounting process; only permitted payments are ever requested.
Invalid paperwork and notices	Renters’ Rights Act 2025	Agreements, rent increase notices and possession notices are kept current with the legislation and served correctly, protecting your ability to regain possession when you need it.
Disrepair and damp claims	Awaab’s Law / Decent Homes Standard	Reported hazards are logged, triaged and actioned within statutory timescales, with a full audit trail of inspections and repairs.
Discrimination and bidding rules	Renters’ Rights Act 2025	Advertising, referencing and pet-request handling follow compliant written processes, so decisions are consistent, evidenced and defensible.
Registration and redress	PRS Database / Ombudsman	Neither scheme is live yet. We monitor commencement and will guide you through registration and membership when they open.
Disputes and evidence	All legislation	Professional inventories, inspection reports, rent statements and written communications give you the documentary record that decides tribunal and court outcomes.
Peace of mind	—	Optional rent protection and legal expenses cover on managed lets, plus a named point of contact who knows your property.

8. What you must do yourself, even with an agent

Some duties sit with you as landlord personally and cannot be delegated. An agent can prepare, prompt and evidence the work, but the legal obligation — and the penalty for getting it wrong — remains yours.

Your personal duty	Where it comes from	Why it stays with you — and the penalty
Register on the PRS Database once it launches (not yet live)	Renters' Rights Act 2025	Not required at present: the database has not launched. Once live, registration is personal to you and needed to obtain possession. Civil penalty up to £7,000 for an initial breach and up to £40,000, or prosecution, for serious or repeated breaches.
Join the landlord Ombudsman when it opens (not yet live)	Renters' Rights Act 2025	Not yet open to landlords, so nothing to join now. Once in force it belongs to a redress scheme. Civil penalty up to £7,000 initially and up to £40,000 or prosecution for repeated breaches, plus binding ombudsman awards.
Obtain and maintain property licences (selective, additional and HMO)	Housing Act 2004	The licence holder is normally the landlord or the person in control. Unlimited fine on prosecution or a civil penalty up to £30,000, plus a rent repayment order of up to 12 months' rent.
Ensure the property is safe and fit to live in	Landlord and Tenant Act 1985 / Housing Act 2004 / Awaab's Law	You remain the duty holder for repairs, hazards, damp and mould and the Decent Homes Standard. Improvement and prohibition notices, civil penalties up to £7,000 (up to £40,000 for serious breaches), rent repayment orders and civil disrepair claims.
Fund and authorise compliance work	All safety legislation	An agent cannot instruct works you refuse to pay for. Delay in gas, electrical, alarm or hazard work is enforced against you: unlimited fines and up to six months' imprisonment for gas breaches, up to £30,000 for electrical breaches.
Consent, freeholder and lender permissions	Lease terms / mortgage conditions / Article 4	Only you can obtain them. Breach risks forfeiture of the lease, the lender calling in the loan, and enforcement action for unauthorised use.
Landlord insurance and mortgage type	Contract law	Buildings insurance on a let-property basis and consent-to-let or buy-to-let borrowing are yours to arrange. Uninsured loss and lender penalties fall on you.
Declare rental income and register overseas status	Taxes Management Act 1970 / NRL scheme	Self Assessment and, where you live abroad, Non-Resident Landlord registration. HMRC penalties from 5% to 100% of the tax due, plus interest, for undeclared income.
Right to Rent — keep it covered	Immigration Act 2014	You may pass the checks to your agent in writing; without that written agreement liability stays with you. Civil penalty up to £5,000 per lodger and £10,000 per occupier for a first breach, rising to £10,000 and £20,000 thereafter.
Data protection for your own records	UK GDPR / Data Protection Act 2018	If you keep tenant data yourself you are a data controller in your own right. ICO enforcement and fines, with lower-tier penalties for registration and record-keeping failures.
Supervise your agent	Agency law / consumer protection	Instruct a properly redress-registered, client-money-protected agent and read what they send you. Penalties for the underlying breach are still issued to the landlord, with recovery from the agent a separate civil matter.

Talk to us. Sidney & Co offer Tenant Find, Rent Collection and Full Management across Liverpool, Wigan and the surrounding areas. For a free, no-obligation rental valuation or a compliance review of an existing let, call Liverpool on 0151 707 8727 or Wigan on 01942 950490, or email enquiries@sidneyandco.com.

This guide is general information about the law in England as at the date of publication and is not legal advice. Penalty levels and commencement dates are subject to change as secondary legislation is made. For advice on your circumstances, consult a solicitor or qualified housing adviser.