Renters' Rights Act | Legal Entry Into A Rental Property Under The Renters' Rights Act



Most letting agents know that tenants have the right to "quiet enjoyment" of their home. In simple terms, that means landlords and agents can't simply let themselves into a property whenever they choose, even if they have keys.

But while many people assume entry is never permitted without the tenant being present or aware, the reality is more nuanced. There are situations where entry may lawfully occur without the tenant actively consenting.

However, understanding the distinction between lawful emergency access and unlawful entry is important. Get it wrong, and there is potential for complaints, allegations of harassment, reputational damage and even legal action. But hesitate in a genuine emergency, and the consequences could be equally serious.

In this infosheet, we explore the situations where entry of a property without the tenant being present, or granting permission may legally occur, as well as the situations where agents cannot assume they can enter the property.

Tenants Control Access

Once a tenancy begins, the property becomes the tenant's home throughout the duration of the agreement. Even where landlords or agents have a set of keys, this doesn't create an automatic right to enter the home. In most circumstances:

- At least 24 hours' notice should be provided before access is requested
- Visits should take place at reasonable times
- The tenant's consent is required
- Access clauses in tenancy agreements don't override the tenant's legal rights

This principle is fundamental to the tenant's right to "quiet enjoyment" which is a long-established legal concept protecting tenants from unnecessary interference.

Agents should remember that when a tenant refuses access for routine inspections, smoke alarm checks, valuations, repairs or viewings is not automatically behaving unlawfully; even if such access is explicitly included in the tenancy agreement.

Emergency Situations: Where Immediate Access May Be Justified

The only exception to normal access rules is a genuine emergency, which typically means a situation where delaying access to the property could create; a risk to life, serious injury, major property damage or danger to neighbouring properties. Examples could include:

- A suspected gas leak
- Fire or smoke coming from the property
- A burst pipe causing flooding
- Structural collapse
- Reports suggesting somebody inside may be in immediate danger





In these situations, the law generally recognises that urgent action may be necessary, even where the tenant can't be reached.

However, this doesn't mean agents should casually authorise forced entry whenever a problem is suspected. The circumstances must be genuinely urgent and proportionate to the risk involved.

Good practice should be able to prove that:

- The agent attempted to contact the tenant first
- The reason emergency access was considered necessary has been documented
- Contractors or emergency services attending had the appropriate authorisation

Emergency Services & Statutory Powers

There are some situations where entry powers don't sit with the landlord or agent at all, but with emergency services or other authorities who are acting under separate legislation.

For example:

1 | Police may enter a property without a warrant to prevent serious harm, save life or respond to certain emergencies

2 | Fire and rescue services can force entry where they believe there is a fire or immediate fire risk

3 | Gas emergency engineers may have powers to enter premises to investigate suspected gas escapes

This distinction is important because agents should not assume that simply because another organisation can gain entry, the landlord has the same authority.

Where emergency services or statutory authorities are involved, agents should:

- Co-operate appropriately
- Keep clear records of who attended and why
- Document any authorisation or reference numbers provided
- Ensure tenants are informed afterwards where possible



Gas Safety Inspections & Legal Obligations



Gas safety becomes more complicated, because landlords have clear legal responsibilities, but tenants still have their rights.

Landlords must ensure gas appliances and installations are inspected annually and that valid Gas Safety Records are maintained where required; however, tenants can still refuse access.

This can create a difficult position for agents, particularly where repeated appointments are missed or ignored. However, landlords and agents shouldn't use their keys to enter against the tenant's wishes for a routine gas inspection.

The correct approach is to demonstrate that reasonable efforts have been made to secure access, including:

- Multiple written requests
- Offering alternative appointments
- Recording attempted visits
- Explaining the legal importance of the inspection



If access continues to be refused, landlords may need to seek a court injunction or warrant permitting lawful entry.

This is very different to a genuine emergency – such as a gas leak, where immediate risks to safety will justify urgent intervention by emergency authorities.

Welfare Concerns & Vulnerable Tenants

There are also situations where there is a valid concern about the wellbeing or safety of the tenant themselves.

Examples include:

- Neighbours reporting they have not seen an elderly resident for several days
- An unusual amount of post accumulating
- Sounds of distress being reported
- Concerns around vulnerability or mental health
- Reports suggesting somebody may have collapsed inside



Situations such as these can place agents in an extremely uncomfortable position because although there may be no clear evidence of an emergency, there can be genuine concern for the occupant. However, agents should avoid making the decision to force entry themselves unless there is a clear and immediate risk to life.

Instead, the recommended course of action would usually be:

1 | Attempting to contact the tenant

2 | Speaking with neighbours

3 | Contacting emergency services

Police or emergency services are generally better placed to assess whether emergency powers of entry are justified.

Abandoned Properties: A Major Risk Area

A huge misconception is the belief that a property can simply be repossessed if the tenant appears to have left. Even where there are rent arrears, furniture has been removed, neighbours say the tenant has moved away, and utilities appear disconnected - the tenancy may still be legally in place.

Entering, changing locks or removing possessions without following the correct legal process can expose landlords and agents to allegations of unlawful eviction.

In cases where a tenant appears to have left the property without formally surrendering the tenancy, landlords must proceed with caution.

1

LOOK FOR CLEAR SIGNS OF ABANDONMENT

Examples include unpaid rent, uncollected post, no response to communication, and reports from neighbours.

2

ATTEMPT TO CONTACT THE TENANT

Before taking any action, landlords should make multiple attempts to confirm the tenant's whereabouts.

3

ISSUE FORMAL WRITTEN NOTICE

Where there are genuine concerns that the property has been abandoned, landlords should set out their concerns to the tenant in writing and request confirmation of whether the property is occupied.

4

CONSIDER APPLYING FOR A POSSESSION ORDER

If there's uncertainty over whether the tenant has truly left, landlords should apply to the court for possession to avoid the risk of an unlawful eviction claim.

Can Tenants Change The Locks?

This is another area that can create tension between landlords and tenants.
In practice, tenants may sometimes change locks during a tenancy, particularly where they have concerns around security or privacy.

While tenancy agreements often prohibit this without permission, the legal position is not always straightforward because tenants retain possession of the property during the tenancy period.
Importantly, landlords and agents should never attempt to remove or bypass tenant-installed locks without lawful authority.

Where lock changes create genuine safety or access concerns - for example preventing legally required safety inspections - the issue should be dealt with formally and carefully.

What Agents Should Never Do

In practice, many of the biggest problems happen not because agents intentionally act unlawfully, but because they underestimate how seriously unlawful entry can be viewed.

Landlords and agents should never:

- Let themselves in for convenience
- Use their own keys after access has been refused
- Attend with contractors without proper notice
- Enter simply because they own the property
- Assume that silence from the tenant could be translated into consent
- Threaten entry without legal basis



Even where intentions are good, poorly handled access situations can quickly escalate into:

- Allegations of harassment
- Complaints to redress schemes
- Reputational damage
- Legal claims

This is particularly relevant in an environment where tenants are increasingly aware of their rights and more willing to challenge where they believe the landlord has breached their rights.

This is likely to become even more significant under the Renters' Rights Act, with the introduction of a new landlord database and expanded enforcement measures.

While the full operational details of the database are still unclear, agents and landlords should assume that poor lettings practices, breaches of legal obligations and undertaking incorrect enforcement action may be made public.

It's also uncertain whether historic breaches will be included in the new system once the database is implemented.

Suspected Criminal Activity Doesn't Automatically Justify Entry

Another misconception is that suspected criminal or anti-social behaviour automatically gives landlords or agents the right to enter a property without permission.

In reality, the position is usually far more limited.



Concerns such as:

- Suspected drug use
- Anti-social behaviour
- Complaints from neighbours
- Suspicions of subletting
- Unusual visitor patterns
- Concerns about illegal activity

do not normally create an automatic right of entry.

Even where agents strongly suspect tenancy breaches or criminal conduct, entering without consent could expose landlords or agents to allegations of trespass, harassment and breach of quiet enjoyment.

Instead, agents should always:



- Document their concerns
- Carefully keep all relevant evidence
- Report serious criminal concerns to the Police
- Seek advice before taking any action

This is particularly important because suspicion alone is unlikely to justify forced entry unless there is also a genuine and immediate emergency risk.

For example, concerns around suspected drug use would not normally justify entry. However, evidence suggesting an active fire risk, dangerous chemicals or immediate danger to neighbouring properties could potentially alter the position significantly.

Communication & Documentation

Access disputes are not always caused by the legal issue itself, but by poor communication around seeking access. Agents should therefore aim to:

- Clearly explain why access is required
- Provide written confirmation wherever possible
- Document all attempted contact
- Keep records of emergencies and decisions made
- Confirm outcomes to tenants afterwards



Complete transparency can make a big difference, particularly where emergency access has genuinely been necessary. This means that a well-documented file showing the decisions made is recommended, in the event that the tenant makes a complaint later.

For most tenancies, the rule is simple: tenants control access to their home, even where landlords or agents have keys.

However, genuine emergencies and court-authorised action can create limited situations where access can occur lawfully, without the tenant being present or actively consenting.

The challenge for agents is understanding where the line sits between legitimate emergency action and unlawful interference; because although genuine emergencies do happen, entering somebody's home without permission is always something that should be approached with caution.

BOX FROM THE LETTINGS HUB
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