Guideline Leaflet PM04: Letting a Manse in England

Churches can let empty residential property. This leaflet explains how churches can let their property on an Assured Shorthold Tenancy, with helpful guidance on rents, deposits, tenants, and the responsibilities of a landlord.

This Guideline Leaflet is regularly reviewed and updated. To ensure that you are using the most up to date version, please download the leaflet from the BUGB website at www.baptist.org.uk/resources

The date on which the leaflet was last updated can be found on the download page.

PM04: Letting a Manse in England

Important note. This leaflet only applies to property let in England. For property let in Wales, please see the leaflet PM08 (Letting a Manse in Wales)

These notes are offered as guidelines by the Legal and Operations Team to provide information for Baptist churches.

The legal services undertaken by the Legal & Operations Team of the Baptist Union of Great Britain are carried out and/or supervised by a Solicitor who is authorised and regulated by the Solicitors Regulation Authority. Regulatory Information is available here:

L17 Legal and Operations Team – Regulatory Information

These notes can never be a substitute for detailed professional advice if there are serious and specific problems, but we hope you will find them helpful.

If you want to ask questions about the leaflets and one of the Baptist Trust Companies are your property trustees, you should contact them. They will do their best to help.

If your church property is in the name of private individuals who act as trustees they may also be able to help.

DECIDING TO LET

For various reasons a church may decide that it is right to let their manse. It may be that the minister and the church have agreed that the minister will live in the minister's own property.

Perhaps the church is at present without a minister and it looks as though it may be some time before a settlement is achieved. Alternatively, the church may feel they are no longer able to support a minister and can see no prospect of being able to do so in the immediate future. Whatever the reason the possibility of letting the manse will first be discussed by the Charity Trustees (usually the minister, deacons, elders or Leadership Team).

If the reason for letting is because the minister is living in another property which is owned by the minister, either alone or jointly with the church, then you should also read PM03 *Shared Ownership of a Manse.*

You may think that there really is no prospect of the church being able to support full-time pastoral ministry – at least in the foreseeable future. If that is the case you may want to consider selling the manse and you will find it helpful to refer to leaflet PM02 *Selling a Manse*, https://www.baptist.org.uk/Articles/368789/Guideline_Leaflet_PM02.aspx . However, before taking any action the church is recommended to consult the Regional Minister for the area.

Churches will have to consider their position carefully since residential tenancies are now assured tenancies with significant security of tenure. The process of obtaining possession will depend on the courts and there may be substantial delays in obtaining possession. It may be that granting a tenancy is not the best thing to do in certain circumstances: These may include:

- cases where a church will or is likely to need possession of the property within the near future in order to house a minister; or

- cases where a church is intending to sell the relevant property with vacant possession in the near future.

The Charity Trustees (usually the minister, deacons, elders or Leadership Team) should appoint one of their number, or perhaps some other suitably experienced church member who has the confidence of the church, to act as the contact person for the whole process.

The proposals must be discussed by a Church Members' Meeting. In most churches the Trust Deeds or the Constitution require property matters to be considered by a Special Church Members' Meeting. This usually means that notice of the meeting, and an indication of the purpose of the meeting, must be given at the services on two previous Sundays.

To be successful a resolution at a Special Church Members' Meeting must usually have the support of at least two-thirds of the members personally present, entitled to vote, and voting at the meeting. It is important to check what your church Constitution (governing document) requires in your church.

It would be preferable if the members resolve in principle to let the manse and leave it to the Charity Trustees to agree all the details.

If the manse is mortgaged the church will need to obtain the consent of the Building Society or other lender.

When the legal ownership of the manse is in the name of the Baptist Union Corporation, as Holding Trustees for the church, it is usual for all documents relating to a long term letting arrangements that are not assured shorthold or assured tenancies to be signed on behalf of the Baptist Union Corporation.

However, it is currently thought to be more convenient, for normal residential lettings to be dealt with by the Charity Trustees.

AVOIDING PITFALLS

Difficulties easily arise with the letting of residential property, bearing in mind that in due course the church will need to regain possession. Unless good professional advice is obtained and the letting is properly documented it may be found that the tenants are unwilling to leave at the end of the agreed term and the courts unable to evict them – which could be disastrous for the church and an embarrassment to all concerned. **A church that enters into a tenancy without properly documenting it is also likely to be unaware of and/or fail to observe the legal obligations that must be complied with in relation to the tenancy - something which could trigger financial penalties.**

ASSURED SHORTHOLD TENANCIES AND NO-FAULT EVICTIONS

For decades, residential lettings were usually by way of assured shorthold tenancies because these allowed considerable flexibility to landlords in the recovery of possession of their property. However, from 1 May 2026, it is longer possible to grant an assured shorthold tenancy and, subject to what is said in the following paragraph, all assured shorthold tenancies in existence automatically became assured tenancies on that date.

Where a section 21 notice (sometimes called a no-fault eviction notice) had been validly served prior to 1 May 2026 in relation to an assured shorthold tenancy, transitional provisions in the Renters' Rights Act 2025 allow for that tenancy to continue as an assured shorthold tenancy so that possession proceedings can be made under the law that applied before the Renters' Rights Act 2025 came into force.

Where a valid section 21 notice is served prior to 1 May 2026 (ie by 4.30pm on 30 April 2026), if the tenant does not leave voluntarily and it becomes necessary to commence court possession proceedings the church **must apply to the court for possession no later than the earlier** of:

- **the date that is 6 months after the date that the landlord or its agent gave the notice; or**

- **31 July 2026**

Because of the deadlines it is important to instruct solicitors in connection with possible possession proceedings at an early stage to be sure that they have all the information they need so they can apply to the court in time.

If a court fails to apply to court in time, the section 21 notice will lapse and the tenancy will become an assured tenancy. It will be too late to try to serve another section 21 notice.

Government guidance can be found here:

https://www.gov.uk/guidance/renting-out-your-property-guidance-for-landlords-and-letting-agents/giving-notice-of-possession-to-tenants-before-1-may-2026

If a section 21 notice (no-fault eviction notice) has not yet been validly served it is now too late. Any landlord purporting to serve a section 21 notice on or after 1 May 2026 will face a substantial fine and the notice will not be valid.

ASSURED TENANCIES -THE LAW FROM AND INCLUDING 1 MAY 2026

From 1 May 2026, all new residential tenancy agreements will be in the form of an assured tenancy. There are important differences between assured tenancies and the usual type of assured shorthold tenancy that a church may have encountered before.

General information

Assured Tenancies may be furnished or unfurnished.

The landlord will remain responsible for the structure, for external repairs and maintenance and for insurance. All other matters, including the payment of outgoings should be made the responsibility of the tenants.

The following are some of the essential points to bear in mind:

- BEFORE potential tenants are allowed to move into the property proper documentation must be completed. If a tenant is allowed into possession before the Agreement is signed there could be disagreement as to the terms of the Tenancy. The landlord could even be prevented from recovering possession when it wanted the property back.

- We strongly recommend that any tenancy agreement is prepared by a solicitor or professional firm of Agents, Surveyors or Letting Agents.

- In light of the regulatory demands on landlords of residential property, we recommend that the church appoints a professional agent to let and manage the tenancy, although there will be cost implications.

- The Tenancy Agreement will be prepared in duplicate. One copy will be signed on behalf of the church and the other copy will be signed by the tenants. If the letting is furnished an inventory needs to be prepared detailing the items at the property. A copy of the inventory must be attached to each copy of the Tenancy Agreement and also signed by the persons signing the Agreement. The signed Agreements will then be exchanged so that the church or their agent has the copy signed by the tenants and vice-versa.

- The terms of the tenancy **must be provided to the tenant in writing**, whether by way of a formal tenancy agreement or a written statement containing prescribed information (see below). This must be issued to the tenant before the commencement of the tenancy. Churches should not enter into informal, unwritten agreements allowing persons to occupy premises in return for rent or payments in the nature of rent.

- Even if all the documentation is correctly dealt with and the notices are properly served, if the tenants refuse to leave they cannot be evicted without legal grounds for doing so and without an order from the court.

- Consideration should be given to the potential reasons for recovery of possession prior to the tenancy being entered into so that appropriate wording is included in the documentation. (See below)

Residential tenancies are now periodic tenancies

All new residential tenancies will not be for a fixed term, but rather, for a rolling period, usually from month to month or week to week depending on how frequently rent is paid.

Assured shorthold tenancies that converted into assured tenancies on 1 May 2026 will also be converted into tenancies with no fixed term but rather, for a rolling period, usually from month to month or week to week depending on how frequently rent is paid. This will be the case even if they were still within their fixed term period and there had been some unexpired fixed term left to run.

Abolition of 'No Fault' Evictions and Statutory Grounds for Recovery of Possession

From 1 May 2026, a landlord wanting possession will have to serve a notice under section 8 of the Housing Act 1988. **Note that any landlord purporting to serve a section 21 notice on or after 1 May 2026 will face a substantial fine and the notice will not be valid.**

A landlord will only be able to recover possession by successfully claiming that one or more of the new statutory grounds for possession are satisfied. This will significantly reduce the ability of a landlord to recover possession of a tenanted residential property.

Some of these grounds are fault-based, for example in respect of a rent arrears or antisocial behaviour being committed in connection with the property. Other grounds are not fault based and we anticipate that the primary non-fault grounds that may be of interest to churches will be:

- Ground 1A (the landlord wishes to sell the dwelling house with vacant possession);
- Ground 5 (the landlord wishes to house a minister of religion in the property). Please note that our understanding is that this ground will only apply in relation to housing a *Minister of Religion* – we believe that the ground cannot be relied upon for the purposes of housing a youth worker or some other employee of the church;
- (if appropriate) Ground 5C (relating to situations where a property has been let to a tenant in consequence of their employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment). (Please note, Ground 5C is relevant to employees of the church, rather than ministers who have been appointed and occupy a manse for the better performance of their duties in accordance with the Baptist Union of Great Britain's Standard Terms of Appointment).

We set out further detail about each ground below.

Ground 1A: This ground can be used if the landlord intends to sell the property with vacant possession. However, it cannot be used to ask the tenant to leave until one year has elapsed after the date that the current tenancy began. Therefore, whilst the notice period is at least four months, this period cannot be expressed to expire before the first anniversary of the commencement of the current tenancy.

Ground 5: Subject to what is said below, the availability of this ground differs depending on when the tenancy was entered into and whether the tenancy is in writing:

- For written tenancies that were in existence as assured shorthold tenancies prior to 1 May 2026, ground 5 will be available where: a dwelling-house is held for the purpose of being available for occupation by a minister of religion as a residence from which to perform the duties of his/her office and the court is satisfied that the dwelling-house is required for occupation by a minister of religion as such a residence. (Because, when the tenancy was entered into, it would have been anticipated that possession would have been recovered on the basis of a 'no fault' eviction under section 21 of the Housing Act 1988, it is highly likely that the church would not have given

the tenant any notice informing them that that the property was held for the purpose of being available for occupation by a minister of religion as a residence from which to perform the duties of their office and that possession of the Property may be recovered on Ground 5 in the Housing Act 1988 Schedule 2 Part 1 after the end of the fixed term granted by the tenancy. However, where an assured shorthold tenancy converts into an assured tenancy on 1 May 2026, the failure to serve a prior notice to this effect will not prevent any church from seeking to obtain possession on the basis of Ground 5 in relation to that tenancy.

- For unwritten tenancies that were in existence as assured shorthold tenancies prior to 1 May 2026, Ground 5 will be available where: a dwelling-house is held for the purpose of being available for occupation by a minister of religion as a residence from which to perform the duties of his/her office, the court is satisfied that the dwelling-house is required for occupation by a minister of religion as such a residence **AND** the landlord has included in the statement of prescribed information (see below) a statement of the landlord's wish to be able to recover possession on Ground 5 in the Housing Act 1988 Schedule 2 Part 1. Therefore, **if a church wishes to be able to recover possession in order to house a minister, it must inform its agent or solicitor and ensure that the agent or solicitor includes the relevant statement of wish in the statement of prescribed information (see below)**. If the church's agent does not know what wording to include, please contact us for further advice by emailing: legal.ops@baptist.org.uk .

- For tenancies coming into existence on or after 1 May 2026, Ground 5 will be available where: a dwelling-house is held for the purpose of being available for occupation by a minister of religion as a residence from which to perform the duties of his/her office, the court is satisfied that the dwelling-house is required for occupation by a minister of religion as such a residence **AND** the landlord has included in the tenancy agreement (or, if given separately before the tenancy is entered into, the statement of prescribed information (see below)) a statement of the landlord's wish to be able to recover possession on Ground 5 in the Housing Act 1988 Schedule 2 Part 1. Therefore, **if a church wishes to be able to recover possession in order to house a minister, it must inform its agent or solicitor and ensure that the agent or solicitor includes the relevant statement of wish in the tenancy document (or, if given separately before the tenancy is entered into, the statement of prescribed information (see below))**. If the church's agent does not know what wording to include, please contact us for further advice by emailing: legal.ops@baptist.org.uk .

In all cases where ground 5 is relied upon, at least two months' notice has to be given before an application to court for possession can be made.

Ground 5C: Subject to what is said below, the availability of this ground from 1 May 2026 differs depending on when the tenancy was entered into and whether the tenancy was in writing:

- For written tenancies that were in existence as assured shorthold tenancies prior to 1 May 2026, ground 5C will be available where: The property was let to the tenant in consequence of the tenant's employment by the landlord seeking possession (or in other very similar qualifying circumstances) and either the tenant has ceased to be in that employment, or the tenancy was granted for the purpose of providing the tenant with accommodation during the early period of their employment, that purpose has been fulfilled and the landlord seeking possession intends to let the dwelling-house to another current or future employee of the employer (ie, the tenant's employer at the time of the letting).

- For unwritten tenancies that were in existence as assured shorthold tenancies prior to 1 May 2026, Ground 5C will be available where: The property was let to the tenant in consequence of the tenant's employment by the landlord seeking possession (or in other very similar qualifying circumstances) and either the tenant has ceased to be in that employment, or the tenancy was granted for the purpose of providing the tenant with accommodation during the early period of their employment, that purpose has been fulfilled and the landlord seeking possession intends to let the dwelling-house to another current or future employee of the employer (ie, the tenant's employer at the time of the letting) **AND** the landlord has included in the statement of prescribed information (see below) a statement of the landlord's wish to be able to recover possession on

Ground 5C in the Housing Act 1988 Schedule 2 Part 1. Therefore, **if a church wishes to be able to recover possession in connection with a tenancy where the tenant is an employee of the church, it must inform its agent or solicitor and ensure that the agent or solicitor includes the relevant statement of wish in the statement of prescribed information (see below)** . If the church's agent does not know what wording to include, please contact us for further advice by emailing: legal.ops@baptist.org.uk .

- For written tenancies coming into existence on or after 1 May 2026, Ground 5C will be available where: The property was let to the tenant in consequence of the tenant's employment by the landlord seeking possession (or in other very similar qualifying circumstances) and either the tenant has ceased to be in that employment, or the tenancy was granted for the purpose of providing the tenant with accommodation during the early period of their employment, that purpose has been fulfilled and the landlord seeking possession intends to let the dwelling-house to another current or future employee of the employer (ie, the tenant's employer at the time of the letting) **AND** the landlord has included in the tenancy agreement (or, if given separately before the tenancy is entered into, the statement of prescribed information (see below)) a statement of the landlord's wish to be able to recover possession on Ground 5C in the Housing Act 1988 Schedule 2 Part 1. Therefore, **if a church wishes to be able to recover possession in connection with a tenancy where the tenant is an employee of the church, it must inform its agent or solicitor and ensure that the agent or solicitor includes the relevant statement of wish in the tenancy document (or, if given separately before the tenancy is entered into, the statement of prescribed information (see below))** . If the church's agent does not know what wording to include, please contact us for further advice by emailing: legal.ops@baptist.org.uk .

  In all cases where ground 5C is relied upon, at least two months' notice has to be given before an application to court for possession can be made.

It is important that all legal formalities are complied with and we always recommend that churches seek professional advice in connection with recovering possession.

It should be noted that, because a court hearing will be necessary to obtain possession, delays in the court system might mean that it takes many months before a hearing can take place. Churches should factor this potential for delay into their plans.

The Government has produced guidance for landlords about the grounds for possession. This can be found here:

https://www.gov.uk/government/publications/grounds-for-possession-guidance-for-landlords-and-letting-agents/grounds-for-possession-guidance-for-landlords-and-letting-agents

Government guidance on repossessing on or after 1 May 2026 can be found here:

https://www.gov.uk/guidance/renting-out-your-property-guidance-for-landlords-and-letting-agents/repossessing-your-privately-rented-property-on-or-after-1-may-2026

Pets

Landlords are unable to unreasonably refuse a tenant's request to have a pet living with them. The tenant may ask the landlord in writing for permission to keep a pet with a description of the pet which they wish to keep. The landlord has 28 days to respond in writing.

Government guidance, which includes examples of when a refusal of permission may or may not be considered unreasonable can be found here:

https://www.gov.uk/guidance/renting-out-your-property-guidance-for-landlords-and-letting-agents/if-a-tenant-wants-a-pet-to-live-with-them

Prohibition of Discrimination on the Basis of Benefit Status or Having Children

Landlords and agents acting on their behalf may not discriminate against tenants or potential tenants on the basis of them having children or receiving benefits. There are very limited exceptions, for example, if prohibiting children from living in the property would be a proportionate means of achieving a legitimate aim, eg to prevent overcrowding or, for example, the landlord's insurance contract requires the landlord to prohibit a child from living at the property or entering into a tenancy with a benefits claimant. Landlords are permitted to take a tenant's income into account when considering if the rent is affordable for them, but landlords are not generally allowed to consider benefit status. The local authority may take enforcement action in respect of breaches and can impose fines.

Other Renters' Rights Act 1925 Reforms effective from 1 May 2026

From 1 May 2026:

- rent will no longer be payable in advance (except for the first instalment of rent payable when the tenancy is entered into);

- Any contractual rent review provisions contained in tenancies which converted to assured tenancies on 1 May 2026 will have no effect. The only way to increase rent will be in accordance with the statutory process under section 13 of the Housing Act 1988 and rent may only be increased to the market rent once a year.

IMPORTANT - RENTERS' RIGHTS ACT 2025 REQUIREMENTS RELATING TO THE PROVISION OF INFORMATION

We would expect that, as part of good property management, churches would always have used a written assured shorthold tenancy agreement. (Please note, we are only talking here about residential tenancy agreements and *not* the arrangements pursuant to which a church's Minister occupies a manse for the better performance of their duties in accordance with the Baptist Union of Great Britain's Standard Terms of Appointment).

The law requires certain written information to be provided to tenants. What information must be provided depends on when the tenancy was entered into and whether the tenancy agreement is in writing.

Churches should check now that any existing tenancy agreement is in writing. If it is not, they will need to take action (see below).

Tenancies already in existence on 1 May 2026

Unwritten Tenancy Agreements

For tenancies that are already in existence on 1 May that are not the subject of any written tenancy agreement, the landlord must provide the same written statement about key terms of the tenancy as would apply if the tenancy had been entered into on or after 1 May 2026 (see below). The **landlord must provide this statement by 31 May 2026 or face a fine.**

Churches with a residential tenant with no written tenancy agreement should act now. If further advice is required, please contact us by e mail at: legal.ops@baptist.org.uk .

Tenancy agreements in writing

For tenancies that are already in existence on 1 May that are the subject of a proper written tenancy agreement, the landlord does not need to provide the same statement of information. However, it must give its tenants the Government produced information sheet explaining to the tenants that their tenancy might be affected by the changes to the law.

The government information sheet can be found here:

https://www.gov.uk/government/publications/the-renters-rights-act-information-sheet-2026

Alternative formats of the government information sheet can be found here:

https://www.gov.uk/guidance/the-renters-rights-act-information-sheet-2026-alternative-formats

The information must be provided separately to all named tenants on a tenancy agreement.

The information sheet must be provided by 31 May 2026 or the church could face a fine.

Where a church is using an agent it should speak to its agent in good time to ensure that the relevant information is provided to the tenants before any deadline. It appears that, where an agent is used, the notice may have to be served by both the landlord and the agent. We recommend, therefore, that the notice be served by both to prevent the risk of a fine being levied.

Tenancies commencing on or after 1 May 2026

For all tenancies commencing on or after 1 May 2026, landlords will need to give tenants certain written information about key terms of the tenancy. There are fines for noncompliance. The information can be included in a tenancy agreement itself or provided separately prior to the tenancy agreement being entered into (as a written statement of terms and other information). We always recommend that the church uses an agent so that they can ensure that the church meets its responsibilities.

Further information can be found here:

https://www.gov.uk/guidance/renting-out-your-property-guidance-for-landlords-and-letting-agents/tenancy-agreements-written-information-for-your-tenant

https://assets.publishing.service.gov.uk/media/699d8cbec497bac082bc7562/Written_information_that_must_be_given_to_tenants-_landlord_guidance.pdf

Whether the information is provided as part of the tenancy agreement itself or as a separate written statement of terms and other information provided before the tenancy is entered into, the Landlord should include notice of its wish to be able to rely on certain grounds of possession to ensure that these will be available to it in possession proceedings. See the information in relation to Ground 5 and Ground 5C above.

Failure to include a statement of wish to be able to rely on Ground 5 (and/or, where appropriate, 5C) will mean that possession cannot be recovered on these grounds.

WHO SHOULD BE THE LANDLORD UNDER THE TENANCY

Assured shorthold tenancies were regarded as short-term arrangements because they were so readily terminated. Our previous advice was that the church should be named as the landlord on the tenancy agreement with at least one of the church trustees, for example, the church secretary, signing as trustees on behalf of the church. However, unlike assured shorthold tenancies, assured tenancies can last a very long time indeed. Therefore, it is important that the 'landlord' under the tenancy is someone who is capable of taking possession potentially some years in the future.

Churches who are a Charitable Incorporated Organisations (CIOs)

Because CIOs are legal entities in their own right, a CIO can enter into an equitable tenancy agreement in its own name as landlord. It will be the CIO that also brings any necessary possession proceedings. Accordingly, our current recommendation is for the church CIO to be expressed as the landlord on any assured shorthold tenancy.

Churches who are unincorporated associations

Unlike CIOs, churches that are unincorporated associations do not exist as a separate legal entity. Because of this, they need to undertake all actions though their trustees. Therefore, the landlord under the tenancy will properly be some or all of the managing trustees of the unincorporated body of persons that is the

church. A problem with this, particularly in relation to a legal arrangements which may last for a long period of time, is that the body of trustees may change for a number of reasons.

Section 333 of the Charities Act 2011 offers a solution as this can allow the church charity trustees to authorise any two or more of the church charity trustees to execute legal documents in the names of and on behalf of the whole body of church charity trustees.

When the church is an unincorporated association, we currently recommend that any assured shorthold tenancy that is entered into is signed by two church charity trustees on behalf of all the church charity trustees pursuant to a resolution made in accordance with section 333 of the Charities Act 2011.

It is highly unlikely that your letting agent's form of tenancy agreement will cater for the signing of the tenancy being made in accordance with section 333 so please contact us for further advice as to what amendments need to be made to the tenancy agreement. Please email a copy of the agent's form of tenancy agreement to legal.ops@baptist.org.uk . We can also supply suitable wording for a trustee's section 333 resolution.

Situations where a tenancy agreement has been entered into in the name of the church but where one or more church trustee has signed the tenancy are not likely to cause insurmountable problems. A situation where the tenancy is proposed to be in the name of the church but where the agent signs on behalf of the landlord and where no church trustee signs should be avoided. If a church has found itself in that situation, please contact us for advice at legal.ops@baptist.org.uk .

From time to time, we are made aware of churches who have purported to enter into a tenancy agreement in the name of the BUC. Some property agents may not fully understand Baptist property holding arrangements and might have even incorrectly encouraged a church to sign a tenancy in the name of the BUC because the BUC is the legal title holder. Church trustees acting in that capacity have no authority to sign documents on behalf of the BUC and should not do so. If an agent is insisting that a proposed tenancy agreement is in the name of the BUC as landlord, please email us at legal.ops@baptist.org.uk and we will be happy to have a conversation with them to explain things. The BUC does not intend to be the landlord and should not be referred to as such on the tenancy agreement.

LANDLORD REGISTRATION: THE PRIVATE RENTED SECTOR DATABASE

The UK government is in the process of implementing a database of private rented sector landlords.

All private sector landlords of residential property, including churches, will be required to register themselves on the database.

For more details see here:

https://housinghub.campaign.gov.uk/renting-is-changing/get-ready-to-register/

The date from which a church can register itself and the deadline by which registration must have taken place will depend on the geographical area in which the rented property is situated. Churches in the West Midlands will be affected first, with regulations coming into force there on 15 December 2026, and a deadline by which registrations must have been completed of 14 March 2027. The East of England is next with other geographical areas to follow. Further information can be found by clicking the link pasted above.

As well as containing a table of geographical areas and relevant dates, the webpage also contains: details about the information that will be required to be submitted as part of the registration process; answers to frequently asked questions and details of obligations that will need to be complied with before registration can take place.

There will be an annual fee to pay, currently £65 per property.

To register, churches will need to supply information and documents including: a copy of the relevant gas safety record; a copy of the Electrical Installation Condition Report or Electrical Installation Certificate; the number of any necessary licence applicable to a House in Multiple Occupation, a copy of the most

recent Energy Performance Certificate (where required) and information about the registration of any relevant exemption where the property doesn't meet the minimum energy efficiency standard.

We understand that the Government will be issuing further guidance about the registration process. We also understand that it may be possible for letting agents to assist with the process, although the church may need to start the process itself.

Churches should consider preparing themselves for registration now. Churches may wish to:

- inform themselves of the deadline(s) applicable to them;
- check their current tenancy documentation;
- speak to their agent to find out about how they can assist the church with the process; and
- ensure that the church and/or their agent has all relevant documentation and information so that this can be supplied in connection with the registration;
- diarise a date for registration well before the deadline.

There can be financial penalties for non-compliance so it is important that churches comply with the registration requirements in time.

FUTURE RENTERS' RIGHTS ACT 2025 REFORMS

The Renters' Rights Act 2025 will bring about future reforms and the Government has a timetable for these. For further information, please see:

https://www.gov.uk/government/publications/renters-rights-act-2025-implementation-roadmap/implementing-the-renters-rights-act-2025-our-roadmap-for-reforming-the-private-rented-sector#:~:text=This%20will%20apply%20to%20both,implementing%20regulations%20to%20be%20made

A landlord ombudsman will be created to deal with tenant complaints so that these can be resolved without court action.

The Renters' Rights Act 2025 will introduce additional tenants' rights in relation to the condition of the property in which they live. This Act will make 'Awaab's Law' (a law relating to the remediation of risks to health arising in connection with the standard of social housing accommodation) applicable to private sector lettings. We are anticipating that there will be a statutory deadline for remedying certain issues relating to the condition of rented property and its fitness for human habitation. This issue might be particularly relevant where there has been no inspection for a long time. It is far better that a church identifies and undertakes necessary remedial work now rather than waits until it might be subject to a stringent statutory timescale.

Accordingly, we would advise all churches renting out residential property where no inspection has taken place recently to arrange for an inspection of the property in to be undertaken without delay in accordance with the terms of the tenancy. This is with a view to establishing whether there are any defects that might need to be remedied.

We do not yet know the full detail of the additional regulations that will apply but it is probably reasonable to assume that they may include or be similar to the current Housing Health and Safety Standards. These relate to issues such as damp and mould, excessive cold or heat, falling hazards on stairs etc. More information can be found here:

https://www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-landlords-and-property-related-professionals

GOVERNMENT GUIDANCE ON RENTING OUT PROPERTY

Government guidance for landlords can be found here: https://www.gov.uk/guidance/renting-out-your-property-guidance-for-landlords-and-letting-agents

and here:

https://www.gov.uk/government/publications/guide-to-the-renters-rights-act/guide-to-the-renters-rights-act

RENT ACT 1977 TENANCIES

The guidance above is for situations where churches have granted an assured shorthold tenancy to their tenant(s). In very rare cases where a church has a longstanding tenant who has been in occupation since prior to 15 January 1989 the church should contact us for specific advice. In such circumstances, their tenant may have a 'regulated tenancy' under the Rent Act 1977 and much of what is said above may not apply.

SETTING THE RENT

An essential point to bear in mind is that the law regards a Baptist church as a charity. This means that in letting property – including a manse – the Baptist Union Corporation, as Holding Trustees, and the diaconate, as Managing Trustees, must act in accordance with the provisions of the Charities Act 2011.

The Act requires trustees, in dealing with a letting such as this, to obtain and consider advice on the tenancy from 'a person who is reasonably believed by the trustees to have the requisite ability and practical experience to provide them with competent advice on the proposed disposition'. Having obtained this advice the Act requires the trustees to be satisfied that the terms on which the disposition is proposed are the best that can reasonably be obtained for the charity, in all the circumstances.

The tenant has the right to challenge excessively high rents before a tribunal.

Sometimes there will be somebody in the church who has a good knowledge of local rental values and can advise on the amount of rent to be charged. If that is not the case you must obtain advice from a property letting agency or a local estate agent.

The church may want to consider letting the property at less than the market rent – for example to a family in the community who are in particular need or perhaps to a retired minister or some other Christian worker. It must be remembered that, if the letting is at the market rent, the tenant may well be able to obtain housing benefit so that in effect the rent is being paid from public sources. This will mean that both the tenant and the church are truly benefiting from the letting of the manse. The church could make donations out of their benevolent fund from time to time to the tenant if the tenant was in need and unable to obtain support from public funds.

Normally the rental income can be used for the general purposes of the church. On very rare occasions old trust documents specify alternative arrangements.

DEPOSITS

The church or letting agency are required to join a scheme which protects tenant's deposits. Landlords or their agents must, within 30 days of receiving the deposit, give certain prescribed information to their tenants. including the amount of the deposit, the address of the rented property, details of the authorised tenancy deposit scheme and procedures that apply.

For Government guidance see here:

https://www.gov.uk/tenancy-deposit-protection/information-landlords-must-give-tenants

Churches are strongly recommended to employ letting agents who will be responsible for taking such deposits and complying with the requirements of the scheme.

At the end of the tenancy the deposit should either be returned to the tenant or retained or apportioned by agreement. How interest is accounted for may depend on the type of scheme used and what is said in the tenancy agreement.

UNLAWFUL TENANT FEES

Landlords of property are prohibited from requiring residential occupiers under assured shorthold tenancies, licences and certain other occupation agreements from making payments other than those permitted by the Tenant Fees Act 2019.

Payment of rent is permitted but during the first year of the tenancy the landlord cannot charge a higher rent for the first month(s) of the tenancy and the rent should normally consist of equal payments over the whole first year. (There are certain exceptions, for example, where rent is reviewed in accordance with a rent review clause in the tenancy agreement). A landlord can charge a refundable tenancy deposit but this is capped (in most cases at five weeks rent). Payments for utilities that tenants consume are permitted but a Landlord is still not permitted to over-charge. Certain other charges are also permitted, subject to caps.

Further information can be found in government guidance at:

https://www.gov.uk/government/collections/tenant-fees-act

and more detailed information can be found at:

https://www.gov.uk/government/publications/tenant-fees-act-2019-guidance

GAS SAFETY CERTIFICATES

If a church will be letting a manse which has any gas appliances the church must have an annual gas safety check carried out by a Gas Safe registered engineer and it should undertake such a check before the property is occupied by a tenant. The church's letting agent or utility company may be able to assist in arranging the necessary check. For assured shorthold tenancies starting on or after 1 October 2015, the tenant must be provided with a Gas Safety Certificate.

ELECTRICAL SAFETY STANDARDS

The Electrical Safety Standards in the Private Rented Sector Regulations 2020 require mandatory electrical inspection and testing in relation to property that is the subject of a residential tenancy. A church must arrange for every electrical installation to be inspected and tested by a suitably qualified person before letting a manse, and throughout the tenancy at regular intervals of no more than five years, to ensure that electrical safety standards are met. All electrical appliances provided must be safe too. The church's property letting agents and utility company may be able to assist in arranging the necessary inspection and testing.

The person carrying out the test will prepare an Electrical Installation Condition Report. A copy of the report must be supplied to new tenants before they occupy the property and to existing tenants within 28 days of the date of inspection. Any remedial works required must be completed within 28 days of the date of inspection and a written report sent to the tenant confirming that the work has been done to the correct standard. Breaches of the Regulations can result in the local housing authority taking remedial action itself and charging it back to the landlord or imposing a financial penalty of up to £40,000.

The Government has published helpful guidance for landlords which can be found here: https://www.gov.uk/government/publications/electrical-safety-standards-in-the-private-rented-sector-guidance-for-landlords-tenants-and-local-authorities

FITNESS FOR HUMAN HABITATION

Assured shorthold tenancies will contain an implied landlord's obligation that the dwelling will be fit for human habitation at the outset and that it will remain so throughout the tenancy. The vast majority of landlords already ensure that the property they rent out is fit for human habitation so this change in the law will have no impact on them. Fitness for human habitation is determined in relation to: repair; stability; damp; internal arrangement; natural lighting; freedom from ventilation; water supply; drainage and sanitary ware; facilities for preparation and cooking of food and for the disposal of waste water; and other health and safety hazards.

The obligation does not apply, e.g. where the dwelling is unfit for human habitation due to a breach of the tenant's obligations in the lease. Nor is a landlord required to undertake works for which the tenant is responsible under an obligation to use the property in a tenant-like manner (e.g. unblocking a sink if blocked by waste) or where, despite the landlord's reasonable endeavours, a necessary third-party consent could not be obtained. In the unlikely event that the church is aware of an issue that might render a property which it is letting unfit for human habitation and for which the church is responsible, it should take appropriate action within a reasonable time. The church (or a person authorised by it in writing) has the right to enter the property upon at least 24 hours' notice at reasonable times of the day to view its condition and state of repair.

Where a landlord does not comply with its duties, the tenant could take court action to force the church to comply and/or pay compensation (including the tenant's legal costs). The tenant's rights are in addition to those that the local authority may have in relation to housing health and safety hazards e.g. to serve an improvement notice.

ENERGY PERFORMANCE CERTIFICATES (EPC) AND MINIMUM ENERGY EFFICIENCY STANDARDS

It is a legal requirement for all landlords who let residential properties to provide potential tenants with a report about the energy efficiency of the premises. This can be arranged by many property letting agents on behalf of the Church or, if the church prefers, can be arranged directly through by appropriately qualified Domestic Energy Assessors (DEAs). Prices can vary from approximately £60.00 - £120.00 for the certificate. An EPC lasts for ten years and needs only be done once within this period. A further certificate will be required on expiry of the ten-year period if the property is still to be let to tenants.

Subject to certain exceptions, no one may grant a tenancy of domestic premises (including the extension or renewal of any existing tenancy) where the property being let does not meet 'the minimum energy efficiency standard'. A property will not meet this standard where it has an EPC below band E (ie band F or G). There are proposals to increase the minimum requirement to band C in October 2030 so churches may wish to consider what changes might have to be made now and start budgeting for these.

Landlords must fund any necessary energy efficiency improvements costing up to a capped figure out of their own money if no alternative funding is available. The cost cap is £3,500 minus certain permitted deductions. A landlord is permitted to reduce the cost cap (and therefore the amount that the landlord may have to spend) by any sum, including any VAT, spent by the landlord on 'unregistered energy efficiency improvements' made to the relevant property at any time from 1 October 2017. (See below for information on the exemptions register). It is the cost of purchase and installation of a necessary energy improvement including any VAT that is compared to the cost cap when determining whether the landlord has to fund that improvement (in the absence of other funding).

Funding from Local Government grants may be available to help a landlord bring a sub-standard property up to the relevant standard. We suggest you contact your local council. For general information on energy efficiency funding, landlords can visit the government's website for online energy advice at: https://www.gov.uk/improve-energy-efficiency .

Churches should check the EPC that relates to any property which is being let (or is intended to be let). Where the property does not meet rating E or above, the church should investigate the availability of funding for improvements. Depending on the availability of funding, churches should also investigate what works might be undertaken wholly or partially at the cost of the church and how much these may cost. If funding is available or works that would cost less than the cost cap could be undertaken, the church or its agent should speak to its tenant(s) (and any other person from whom permission may be needed (eg a mortgage company)) about obtaining their consent to the church undertaking an assessment of the property and/or improvements to improve the energy rating to at least the minimum standard.

If a church is letting (or wishes to let) a property that does not meet the minimum energy efficiency standard it must take action before any tenancy is renewed (or the property is let). A church must either improve the EPC rating of the property to band E or above or register an exemption (free of charge) on the National PRS Exemptions Register. More details about how to do this can be found at:

https://www.gov.uk/government/publications/the-private-rented-property-minimum-standard-landlord-guidance-documents

Broadly speaking, exceptions or exemptions include cases where:

- all the relevant energy efficiency improvements that can be made have been made (or there are none that can be made) and the property's energy performance indicator is still below E;
- the cost of purchasing and installing a recommended energy efficiency measure is more than the cost cap;
- the church cannot obtain a necessary third party consent to any relevant energy efficiency improvement being made (eg from the tenant);
- a report is obtained from an independent RICS surveyor which states that making the relevant energy efficiency improvements would result in a devaluation of the property of more than 5%

There are also other exemptions relating to wall insulation and recently becoming a landlord. Some exemptions last for five years but some are for a shorter period. In all cases a church will have to register an exemption in order to rely upon it. A church should also diarise the expiry of any exemption relied upon especially where Charity Trustees are likely to change during that period, so that the church can re-assess the situation and, if necessary, re-register another exemption in good time.

Revised Government guidance goes into more detail about the rules and the evidence needed for an exemption to be registered. It can be found here:

https://www.gov.uk/government/publications/the-private-rented-property-minimum-standard-landlord-guidance-documents

Churches with long-term arrangements in place should be aware that they will be unable to continue to let property on an existing tenancy after 31 March 2020 if that property does not meet the minimum energy efficiency standard and no exemption applies.

The law provides for civil penalties (fines) for non-compliance with the regulations.

As mentioned at the beginning of this leaflet, we recommend that a church considers appointing a managing agent to help the church meet its legal obligations.

THE SMOKE AND CARBON MONOXIDE ALARM (AMENDMENT) REGULATIONS 2022

The Smoke and Carbon Monoxide Alarm Regulations apply to their manses and any other residential properties that are let.

Private sector landlords are required from 1 October 2022 to have at least one smoke alarm installed on every storey of their property where there is a room used as living accommodation and a carbon monoxide alarm in any room containing a fixed combustion appliance (e.g. a coal fire or wood burning stove, but excluding gas cookers). After that, the landlord must make sure the alarms are in working order at the start of each new tenancy.

Additionally, the regulations require that Landlords must repair and replace smoke and carbon monoxide alarms when they have been notified by tenants that they are faulty.

The requirements will be enforced by local authorities who can impose a fine of up to £5,000 where a landlord fails to comply with a remedial notice. Churches need to ensure that their manses comply with these requirements whether they are occupied by a minister or by any other tenant.

A detailed and helpful Q&A booklet is available here:

https://www.gov.uk/government/publications/smoke-and-carbon-monoxide-alarms-explanatory-booklet-for-landlords

FINDING SUITABLE TENANTS

A property letting agency or local estate agents may have people on their books – but will probably want to charge a commission for introducing them to the church.

The final selection of a person or a family to occupy the manse is a something for which the diaconate will be responsible. The Charity Trustees may want to arrange for the prospective tenants to be interviewed so that they can assess their suitability and to take up references.

'RIGHT TO RENT' CHECKS

The Immigration Act 2014 contains measures to prohibit private landlords of residential properties from allowing certain people to occupy those properties. The prohibition is based on the immigration status of the occupiers and affected landlords will have to check the status of prospective tenants, and other authorised occupiers, to ascertain whether they have the right to occupy the premises before granting a tenancy or permission to occupy. Affected landlords must also make sure that someone's right to rent their premises does not lapse.

From 1 February 2016 private landlords are required to check that new tenants and lodgers have the right to be in the UK before letting their property. The Right to Rent was introduced in the Immigration Act 2014 as part of the government's reforms to build a fairer and more effective immigration system.

Affected Landlords who fail to check a potential tenant's Right to Rent will face penalties of up to £20,000 per tenant. There is also a potential for criminal liability. It should, however, be fairly straightforward for people to give evidence of their right to rent and a range of commonly available documents can be used.

Landlords affected by this will have to:

1 Check which adult tenant(s)/lodger(s) will live in the property as their only or main home;

2 Ask the tenant(s)/lodger(s) for the original document(s) that show they have the right to live in the UK;

3 Check the documents are genuine and belong to the tenant/lodger in the presence of the tenant/lodger;

4 Make and keep copies of the documents and record the date the check is made.

Where a tenant/lodger's permission to stay in the UK is time limited, an affected landlord must make a further check just before either the tenant/lodger's right to stay expires or 12 months after the previous check, whichever is earlier.

Further information is available at:

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

and

https://www.gov.uk/check-tenant-right-to-rent-documents.

A user guide to Right to Rent document checks with pictures of specimen documents evidencing the Right to Rent and a printable checklist can be found at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/492734/6_1193_HO_NH_Right-to-Rent-Guidance_v8.pdf

EQUALITY ISSUES

Churches may have concerns about the way their property is used by their tenants.

Discrimination in relation to disposals of property such as the grant of a tenancy on the grounds of disability, gender reassignment, pregnancy and maternity race, or sex is unlawful. For discrimination in relation to benefit status and allowing children to occupy, see above. For further guidance about discrimination, including guidance about discrimination on the basis of religion and belief and sexual orientation, see our leaflet L09 'Equality Law and your Church', which can be found here: https://www.baptist.org.uk/Articles/668322/Guideline_Leaflet_L09.aspx

COMPLETING FORMALITIES

Because of the complexities of residential lettings – and because the implications can be very serious indeed if things go wrong – the Baptist Union Corporation strongly recommend that all documents are prepared and completed by a professional firm of estate agents, letting agents or local solicitors.

Provided the Agreement is for an Assured Shorthold Tenancy local solicitors could be instructed.

MANAGING THE LETTING

Once all the documents have been completed and the tenants have moved in there are certain matters for which the diaconate, as Charity Trustees, are responsible:

- Arrangements must be made for the rent to be paid on the dates on which it is due – and action taken if any payment fails to be made. It is not good stewardship to allow arrears to accrue.
- From time to time the property should be inspected to make sure that it is being properly cared for by the tenants in accordance with their obligations in the Tenancy Agreement.
- A notice – in the prescribed form – must be served on the tenants in accordance with the statutory requirements to bring the tenancy to an end.
- The manse must be kept in a safe condition. Regulations relating to safety of gas and electricity installations must be observed. Advice on the up to date regulations can be obtained from gas and electricity suppliers or an approved contractor from the Gas Safe Register www.gassaferegister.co.uk or a qualified electrical contractor.
- Upholstered furniture and bedding let with the manse must satisfy modern safety standards.
- The church's insurance policy on the property must give the appropriate cover and the policy kept in force.

COMMUNAL HEATING IN PREMISES WITH MULTIPLE OCCUPANCY

The Heat Network (Metering and Billing) Regulations 2014 as amended impose obligations on landlords of some multi-let buildings who provide communal heating, hot water or cooling systems. This affects all residential and commercial premises with multiple occupiers supplied with heat by a communal or district heating system.

The regulations contain provisions aimed at providing information to consumers and promoting energy efficiency.

Landlords who operate a communal or district heat network have a legal duty to register with Ofgem. Other obligations may also apply. For example, depending on the individual circumstances, there may be an obligation to install individual meters to accurately measure, memorise and display the consumption of heating, cooling or hot water for each final customer.

Further information can be found here:

https://assets.publishing.service.gov.uk/media/698a7d40d3f57710b50a9c5e/heat-network-metering-billing-regulations-2014-revocation-guidance.pdf

and

https://www.ofgem.gov.uk/energy-regulation/low-carbon/heat-networks#:~:text=Citizens%20Advice%2C%20Consumer%20Scotland%20and,information%20using%20our%20digital%20service.

Churches that may be affected by these regulations who are in need of advice can contact us by e mailing us at: legal.ops@baptist.org.uk

LONGER LETTINGS

There may be circumstances in which the church wants to let the manse for a long term or to allow the manse to be used by a retired minister or a Christian worker. If the tenant will occupy the premises as their only or principal home then it is likely that the tenancy will convert to an assured tenancy on 1 May 2026 unless the original fixed term is for more than 21 years. Churches should contact us for advice by e mailing us at: legal.ops@baptist.org.uk

LETTINGS TO THE CHURCH CHARITY TRUSTEES OR OTHER 'CONNECTED PERSONS' AND LETTINGS NOT AT THE MARKET RENT

Charity Commission Consent

If the church is considering letting property below the market rent or letting to a 'connected person' it may need to first seek the authority of the Charity Commission. 'Connected persons' include the church charity trustees and certain family members of these as well as any employees of the church charity and their spouses/civil partners. No Charity Commission consent will be required in relation to a letting by a church to a church employee of a dwelling for the employee to use as their home where this is either for a fixed term of one year or less or where the tenancy is a periodic tenancy and the period is no greater than a year. A church considering such an arrangement may wish to contact us for further guidance by e mailing us at: legal.ops@baptist.org.uk

Lettings to Church Employees

Sometimes, a church will wish to provide accommodation to an employee of the church in consequence of their employment. This person may be a caretaker or a youth worker, for example.

It is extremely important that the property arrangements are correctly documented.

Please note, this section is concerned only with *employees* of the church. It does not concern ministers who have been appointed by the church to the office of minister and who occupy a manse for the better performance of their duties in accordance with the Baptist Union of Great Britain's Standard Terms of Appointment in the usual way.

A church employee who is provided with accommodation may occupy the property under either a service occupancy licence or under some form of tenancy – sometimes called a 'service tenancy'.

An employee will be a service occupancy licensee if it is either (a) essential to the performance of their duties that they should reside in a particular property or (b) if there is an express term in their contract of employment that they should so reside **and, by doing so, they can better perform their duties as an employee to a material degree.** It is not enough that there is a 'better performance of duties clause' – occupying that property must also be a genuine requirement in the circumstances.

Where the requirements necessary for a service occupancy licence to arise are not satisfied, and the provision of accommodation is merely part of an employee's remuneration or a privilege associated with the job, the employee may, depending on how the arrangement is documented or how it works in practice, occupy the employer's property as an assured tenant or as a common law tenant.

Where no rent is payable and the church and the employee have not attributed a monetary value to the services which are being provided by the employee in return for the accommodation provided, those

services will not qualify as 'rent'. Consequently, the arrangement will probably amount to a common law tenancy with minimum security of tenure. This means that all the law that only applies to assured tenancies, for example, in relation to needing grounds for possession and having to provide prescribed information as to the terms of the tenancy will not apply. As common law tenancies have minimal security of tenure, the church may wish to take no further action in documenting the arrangement.

However, if a church does, as part of the tenancy arrangement, charge a money rent for the accommodation greater than £250 per year (or £1,000 per year in Greater London), or, if, as part of the tenancy arrangement, the church charges no money rent but the church and the employee have attributed a monetary value to the services which are being provided by the employee in return for the accommodation that is greater than £250 per year (or £1,000 per year in Greater London), the service tenancy will probably be an assured tenancy. In such cases this means that certain written information must be provided to the tenant. What information needs to be provided depends on whether the tenancy is a verbal tenancy agreement or a written tenancy agreement. Please see the section entitled 'Important - Renters' Rights Act 2025 Requirements Relating to the Provision of Information' above.

From a practical point of view, where a new service tenancy coming into existence from 1 May 2026 is an assured tenancy, the tenancy agreement (or written statement given to the tenant before the tenancy starts) must contain a statement of the landlord's wish to be able to recover possession on Ground 5C in the Housing Act 1988 Schedule 2 Part 1. (Ground 5C allows for the recovery of possession when the employment relationship comes to an end – see above).

Where a verbal service tenancy that is an assured tenancy was in existence before 1 May 2026, the church must, before 31 May 2026 issue the necessary statement of prescribed information (please see the section entitled 'Important - Renters' Rights Act 2025 Requirements Relating to the Provision of Information' above). From a practical point of view, the written statement given to the tenant must contain a statement of the landlord's wish to be able to recover possession on Ground 5C in the Housing Act 1988 Schedule 2 Part 1. (Ground 5C allows for the recovery of possession when the employment relationship comes to an end – see above).

Additionally, where the tenancy is or will be an assured tenancy, if one of the purposes for which the property is held is to provide accommodation for a minister, the statement of prescribed information (or tenancy agreement) should also contain a statement of the landlord's wish to be able to recover possession on Ground 5 in the Housing Act 1988 Schedule 2 Part 1. Please see above for more information.

Failure to specify these grounds in writing will mean that they will not available and this would affect the church's ability to recover possession.

The church, in its capacity as landlord, would also have to comply with the usual legal requirements that apply to tenancies, even if the tenancy is a common law tenancy, for example, the provision of an Energy Performance Certificate, Gas and Electric certificates etc (see throughout this leaflet).

Whether a service occupancy licence (usually contained as part of the employment contract itself with no need for any further documentation) is appropriate or whether a separate assured tenancy agreement is needed depends on the factual circumstances of the employment including the duties carried out by the employee and whether living at the property enables the better performance of those duties to a material degree. All cases should be considered on their own circumstances but an onsite caretaker, for example, may be more likely to qualify as a service occupancy licensee than a youth worker. Any church needing advice on this point should contact us.

For all new arrangements, if the provision of accommodation is by way of assured tenancy (for examples of when this may arise, see above), the church should instruct an agent or a solicitor to prepare the necessary documentation so that the church can comply with the law and recover possession. There are fines for non-compliance and the church may not be able to recover its property.

Churches who currently provide property to one or more employees are encouraged to consider their employment arrangements. If the arrangement creates an assured tenancy and no written tenancy agreement exists, they need to act as a matter of urgency to provide a statement of written information including a statement of wish to be able to rely on Ground 5C (and, where appropriate, Ground 5) no later than 31 May 2026. There are fines for non-compliance.

THE CORPORATION'S EXPENSES

Although all expenses incurred by the Baptist Union Corporation on behalf of a church are the responsibility of the church we normally make no charge for the many services and advice we provide for the Baptist churches in trust with us. We are pleased to be able to help. When we are involved in a property sale or purchase the church concerned is asked to make a voluntary contribution towards our expenses. However, this does not apply to short-term lettings (although we always welcome any donation towards our office expenses. This means that we are free from being a charge on Home Mission – indeed we aim to contribute to the Home Mission budget each year).

ENVIRONMENTAL CONSIDERATIONS

As part of our call to share in God's mission to all of creation, when considering maintenance and development of church premises, manses and land, we should include a consideration of the environmental impact. Statutory requirements will mandate adherence to a range of environmental standards but churches are also urged to take a broader view of the impact of the use of their property and development of their buildings on the environment, seeking to make them and church life in general as sustainable and environmentally friendly as possible. Churches considering projects such as building insulation, solar panels or heat pumps should take a balanced view, giving thought not only to the proposed environmental benefits but also to any wider consequences, including costs, and seek professional advice before proceeding, to ensure that they are acting in the best interests of the church charity.

The Baptist Union Environmental Network ('BUEN') webpage here has links providing general advice regarding buildings and land. Further advice can be found in the Baptist Union's Transform leaflets in the "Environmental Issues" section. Churches may wish to undertake their own environmental audit using online resources such as the survey provided by A Rocha for their Eco Church scheme or BMS Worldmission's Carbon Calculator, but appropriate professional advice should always be sought in connection with the planning of any building works or projects. Grants may be available from national and local governments.

CHECKLIST FOR CHURCHES - LETTING A MANSE

- ❑ Charity Trustees give initial consideration to proposal to let the manse.
- ❑ Consult with the Regional Minister for your area.
- ❑ Consult with the Baptist Union Corporation if contemplating letting for a long period, to a connected person or at less than market rent.
- ❑ Appoint contact person who communicates with the Baptist Union Corporation.
- ❑ Check requirements of Building Society or other lender if manse is mortgaged.
- ❑ Consider requirements for Special Church Members' Meeting.
- ❑ Hold Special Church Members' Meeting.
- ❑ Confirm to the Baptist Union Corporation that an appropriate agency or solicitor will act on behalf of the church in preparing the Assured Shorthold Tenancy Agreement.
- ❑ Check manse for safety, particularly that electric wiring, gas appliances and any furniture complies with safety requirements, obtain Energy Performance Certificates.
- ❑ Check church's insurance policy.
- ❑ Obtain advice on rent to be charged.
- ❑ When tenants are selected send full details to your agents or solicitors with a copy to the Baptist Union Corporation.
- ❑ Ensure that 'Right to Rent' checks are carried out.
- ❑ Ensure that all appropriate written documentation required to be given to the tenant(s) is duly provided.
- ❑ For lettings prior to 1 May 2026 ensure that a valid 'ground 5' notice (Housing Act 1988 Section 7 Schedule 2 Part I Ground 5) is served upon the tenant before completion of the tenancy agreement, if appropriate. For lettings from 1 May 2026 ensure that an appropriate statement of the landlord's wish to be able to recover possession on Ground five in the Housing Act 1988 Schedule 2 Part 1 is included in the tenancy agreement, if appropriate.
- ❑ Following completion of the documentation arrange for collection of rent, periodic inspection of the property and service of notice to bring tenancy to an end.
- ❑ Deposits to be treated in accordance with the Regulations.

Association Trust Company	Contact
Baptist Union Corporation Ltd **East Midland Baptist Trust Company Ltd**	Baptist Union Corporation Ltd Baptist House PO Box 44 129 Broadway Didcot Oxfordshire OX11 8RT Telephone: 01235 517700
Heart of England Baptist Association	Heart of England Baptist Association 480 Chester Road Sutton Coldfield B73 5BP Office Mobile: 0730 505 1770
London Baptist Property Board	London Baptist Association Unit C2 15 Dock Street London E1 8JN Telephone: 020 7692 5592
Yorkshire Baptist Association	17-19 York Place Leeds LS1 2EZ Telephone: 0113 278 4954
West of England Baptist Trust Company Ltd	West of England Baptist Trust Company Ltd Little Stoke Baptist Church Kingsway Little Stoke Bristol BS34 6JW Telephone: 0117 965 8828

This is one of a series of *Guidelines* that are offered as a resource for Baptist ministers and churches. They have been prepared by the Legal and Operations Team and are, of necessity, intended only to give very general advice in relation to the topics covered. These guidelines should not be relied upon as a substitute for obtaining specific and more detailed advice in relation to a particular matter.

The staff in the Legal and Operations Team at Baptist House (or your regional Trust Company) will be very pleased to answer your queries and help in any way possible. It helps us to respond as efficiently as possible to the many churches in trust with us if you write to us and set out your enquiry as simply as possible.

The Legal and Operations Team also support churches that are in trust with the East Midland Baptist Trust Company Limited.

If your holding trustees are one of the other Baptist Trust Corporations you must contact your own Trust Corporation for further advice. A list of contact details is provided above. If you have private trustees they too should be consulted as appropriate.

Contact Address and Registered Office:

Support Services Team, Baptist Union of Great Britain, Baptist House, PO Box 44,
129 Broadway, Didcot OX11 8RT
Tel: 01235 517700 Fax: 01235 517715 Email: legal.ops@baptist.org.uk
Website: www.baptist.org.uk Registered CIO with Charity Number: 1181392

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