



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.

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[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.

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.**

THE LAW UNTIL 1 MAY 2026 - ASSURED SHORTHOLD TENANCIES

For decades, residential lettings have usually been by way of assured shorthold tenancies because these have allowed considerable flexibility to landlords in the recovery of possession of their property. However, these tenancies are being abolished by the Renters' Rights Act 2025 on 1 May 2026. The new law will affect new tenancies and existing tenancies.

[Where it is proposed that a *new* residential tenancy agreement be entered into before 1 May 2026](#)

A newly granted assured shorthold tenancy will soon become an assured tenancy

Whilst it is still possible to let property by way of an assured shorthold tenancy before 1 May 2026, on that date, all such lettings will automatically convert into assured tenancies with far greater security of tenure for tenants. This means that any fixed term granted will cease to have effect on 1 May 2026 and the tenancy will then be replaced with an ongoing tenancy that cannot be terminated by the landlord without a court order.

Any newly granted assured shorthold letting is likely to be for a fixed term of six months and so will almost certainly convert into an assured tenancy. There might still be exceptional circumstances when it does not, but churches should assume the tenancy will convert into an assured tenancy unless they have been given specific professional advice about why it would not and what steps need to be taken and when to prevent this. It seems very unlikely that a church would enter into such an arrangement now only to take steps before 1 May 2026 to terminate it. If that is the case, however, and a church wishes us to advise further, please contact us by email at: legal.ops@baptist.org.uk .

Churches should, therefore, regard any letting that they propose to enter into before 1 May 2026 as a potentially very long-term arrangement. The days when landlords could quickly and easily recover possession of their premises are over.

Is a letting appropriate in all the circumstances?

Churches will have to consider their position carefully. The process of obtaining possession from 1 May 2026 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.

Please contact us by email at: legal.ops@baptist.org.uk so we can discuss matters with you on a case by case basis should you need further advice.

General information

Assured Shorthold Tenancies may be furnished or unfurnished.

The owners 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 which could even prevent the church 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.
- In light of the law which is coming into force on 1 May 2026, the tenancy agreement should be in writing. We do not recommend that a church enters 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 an order from the court.
- Consideration should be given to the reasons for recovery of possession once the law changes. (See below)

Recovery of Possession to house a minister of religion - Ground 5 Notices

It has been a longstanding provision of the *current* legislation that, provided that an appropriate notice under the Housing Act 1988 Section 7 Schedule 2 Part I Ground 5 (called a 'ground 5 notice'), is served before the commencement of an assured shorthold tenancy, the property should be capable of being recovered for the purposes of housing a minister. The conditions for this are:

- that the property 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 or her office; and
- not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and
- the court is satisfied that the dwelling-house is required for occupation by a minister of religion as such a residence.

Please note that a Ground 5 notice cannot be used to terminate an assured shorthold tenancy earlier than the expiry of the fixed term of the tenancy.

It seems prudent to advise any churches that are currently in the process of renewing or granting a new assured shorthold tenancy that they should ensure that their agent or solicitor serves a valid 'ground 5' notice upon the tenant(s) prior to the tenancy agreement being completed unless the property is not suitable for housing a minister. The same goes for any churches who will be renewing or granting such a tenancy before the new rules come into force. (Please contact us if your agent does not know what a 'ground 5' notice is). This is because such a notice could be used as evidence in future court proceedings that the property is held for occupation by a Minister.

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.

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, any assured shorthold tenancy entered into now will almost certainly convert into an assured tenancy on 1 May 2026. 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 through their trustees. 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 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.

Where a church is *already* the landlord under one or more existing assured shorthold tenancies – the position prior to 1 May 2026

There are several things that a church should do. These include:

Check your current arrangements and the condition of the property now

Churches should check now that everything is in order.

Is your tenancy agreement 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 the section on 'Requirements Relating to the Provision of Information' below).

Is your tenancy agreement up to date?

Churches should also check the date of the agreement. If the rent is not the current market rent or the tenancy has been in place for a long time and may not contain the usual modern clauses that would be routinely included now, it may be an opportunity to update the tenancy to a modern version at a current market rent before the new law comes into force. There will be restrictions in relation to how often rent reviews can take place under the new legislation and so it will probably be to the church's advantage to at least start with a tenancy agreement that reflects the current market rent and contains modern and comprehensive terms and conditions.

Who is named as the Landlord?

Churches should check any existing tenancy agreement to see whether the landlord is named as the church and whether it is signed by one or more church trustees. From time to time, we are made aware of churches who have purported to enter into an assured shorthold 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. If your church has entered into a residential tenancy agreement in the name of the BUC (or any other regional Baptist trust corporation) it is important that you contact the BUC (or other relevant trust corporation) without delay so that you and the trust corporation can work together to resolve this situation. Once the relevant provisions of the new Act come into force, the situation may be more difficult to resolve. Similarly, please contact the BUC (or other relevant trust corporation) without delay if the tenancy agreement is in the name of the church and it has not been signed by one or more of the church trustees.

What is the condition of the property?

The new law will soon introduce additional tenants' rights in relation to the condition of the property in which they live. The Renters' Rights Act 2025 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 to be undertaken in accordance with the terms of the tenancy without delay. 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>

Consider your situation carefully – do you want/need possession in the near future?

Churches who are landlords under an existing assured shorthold tenancy should consider their position carefully now. There may, for example, be circumstances where it might be to a church's advantage to terminate an existing assured shorthold tenancy by using the no-fault procedure in good time before the relevant provisions of the new law come into force and take away that option. These may include:

- cases where a church will, or is likely to, need possession of a tenanted property within the foreseeable future in order to house a minister. (This may be a reason allowing for the recovery of possession under the new law but it is likely that that current 'no-fault' section 21 procedure will be quicker and easier); and
- cases where a church is intending to sell the relevant property with vacant possession in the near future; (This should be a ground allowing for the recovery of possession but it is likely that the current 'no-fault' section 21 procedure will be quicker and easier).

In other cases where a tenant is or has been causing the church difficulties, please contact us by email at: legal.ops@baptist.org.uk so we can discuss with you on a case by case basis whether the church should take any timely action to protect its interests.

Under the current law, where a church has let property by way of an Assured Shorthold Tenancy, provided that the landlord has complied with certain conditions (see below), the process known as a no-fault' eviction under Section 21 of the Housing Act 1988 can be initiated prior to 1 May 2026 (depending on when the fixed term of the existing tenancy expires or whether there is a break clause). Section 21 of the Housing Act 1988 allows the landlord to serve a notice to start the process of terminating the tenancy. This can be for any reason or none.

Obtaining Possession by way of a section 21 notice (no fault eviction) prior to 1 May 2026

It may be in the interests of some churches to take urgent action to seek to terminate an existing assured shorthold tenancy by way of a no fault of eviction prior to the new law coming into force on 1 May 2026.

There are certain pre-conditions for the use of a section 21 notice. A section 21 notice cannot be used where:

- the timing requirements for service of the notice are not complied with, for example, the fixed term has not ended, unless there is a break clause in the contract which allows the landlord to terminate the term early;
- the tenancy began on or after 1 October 2015 and the tenant has not been provided with an Energy Performance Certificate (EPC) (see below);
- the tenant has not been provided with the 'How to Rent' guide (see below);
- the tenant has not been provided with a current gas safety certificate for the property, if gas is installed. (Contact us for further advice if there was no valid gas safety record at the start of the tenancy);
- the tenancy started after April 2007 and the landlord has not put the tenant's deposit in a deposit protection scheme or returned it to the tenant;
- the property is a house in multiple occupation (HMO) and is not the subject of a HMO licence from the local authority;
- the local authority has served an improvement notice on the property in the last 6 months or the local authority has served a notice in the last 6 months that says it will do emergency remedial works on the property; and
- There have been any unlawful fees or deposits that have been charged to the tenant that have not been repaid. (see below)

Any notice must be in the correct form, with an appropriate expiry date and be correctly served. This is why we always recommend professional advice in connection with the issuing of a section 21 notice.

It would be normal for a decision to terminate the tenancy agreement to be one that would be made by the church members in a special church meeting. Therefore, a church that was considering proceeding in this way may wish to convene an urgent special church meeting in order to be able to serve a section 21 notice prior to 1 May 2026.

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.

Churches wishing to sell their only residential property are always encouraged to have a conversation with their Reginal Minister about the consequences for future ministry should they no longer be able to provide manse accommodation.

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 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

The notice should be served earlier to be sure that it arrives in time.

Because of the deadlines it is important to obtain advice about the timing of the notice and the date it specifies – which must normally be at least two months after the date of the notice. It may already be too late for some churches to follow the section 21 possession procedure. Once a valid application to court has been made in time, possession proceedings will be dealt with in accordance with the old law that was in force immediately prior to the coming into force of the Renters' Rights Act 2025. This means that a formal court hearing in possession proceedings should no longer be necessary as, on the

assumption that everything has been done correctly, the court should have no discretion other than to award possession.

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>

Time is of the essence so Churches should consult their agents and, where appropriate, seek further professional advice if they are planning to terminate any tenancy.

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.

Recovery of Possession to house a Minister of Religion before 1 May 2026

We would normally expect churches to rely on the section 21 procedure in relation to any existing tenancy, if available, as this will usually be the simplest and quickest method. If that is not available, please contact us by e mail at: legal.ops@baptist.org.uk .

THE RENTERS' RIGHTS ACT 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).

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>

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 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. 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

The Landlord should also 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 in the next section.

THE LAW FROM AND INCLUDING 1 MAY 2026 - THE RENTERS' RIGHTS ACT 2025 - ASSURED TENANCIES

Residential tenancies will be periodic tenancies

From 1 May 2026, all new residential tenancy agreements will be in the form of an assured tenancy. Such 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.

The unexpired residue of all fixed term assured shorthold tenancies that convert 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.

Abolition of 'No Fault' Evictions

The abolition of the 'no fault' eviction process will apply to *all existing tenancies* as well as to new tenancies entered into from the date that the relevant provisions of the Act come into force.

On or after 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.**

Under the new law, 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) and Ground 5 (the landlord wishes to house a minister of religion in the property).

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 from 1 May 2026 differs depending on when the tenancy was entered into:

- For 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 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 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**. 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.

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 repossession 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>

The Terms of Residential Tenancies must be confirmed in writing

For all tenancies entered into on or after 1 May 2026, the landlord will have to provide the tenant with a full list of the terms of the tenancy in writing. (see above in the 'Tenancies commencing on or after 1 May 2026' subsection of the section entitled 'Renters' Rights Act Requirements Relating to the Provision of Information').

Pets

From 1 May 2026, Landlords will be 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

From 1 May 2026 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 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.

FUTURE RENTERS' RIGHTS ACT REFORMS

The Renters' Rights Act 2025 will bring about other 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](#)

There will, for example, be a private rental sector database for all landlords and properties and landlords will have obligations to carry out appropriate registrations.

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>

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.

From 1 May 2026 the tenant will have 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://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/791273/TFA_Guidance_for_LandlordsAgents.pdf

Certain restrictions apply to the termination of assured shorthold tenancies where a landlord has retained a prohibited payment and breaches of the Act can result in financial penalties or even criminal liability.

We therefore recommend churches use a reputable letting agent to ensure compliance. (The restrictions prohibiting service of a section 21 notice where a prohibited payment has been made or there has been some of the breach of the rules relating to holding deposits will not apply to assured tenancies from 1 May, 2026 onwards).

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>

HOW TO RENT GUIDE

For assured shorthold tenancies starting on or after 1 October 2015, the tenant must be provided with a copy of the 'How to Rent Guide'. This can be found at:

<https://www.gov.uk/government/publications/how-to-rent>

From 1 May 2026, there will be a requirement to provide other information. See 'The Renters' Rights Act Requirements Relating to the Provision of Information' above.

HOW TO LET GUIDE

The Government has produced a helpful guide summarising key responsibilities and other information in relation to assured shorthold tenancies. It can be found here:

<https://www.gov.uk/government/publications/how-to-let>

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

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

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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