

RENTERS' RIGHT ACT



Introduction

The Renters' Rights Act 2025 has now completed its passage through Parliament and received Royal Assent as of the 27th October 2025. However, we have been awaiting implementation dates for certain parts of this Act, which have now been received.

On the following pages are details supplied by The Ministry of Housing, Communities and Local Governments roadmap in "**Implementing The Renters Right Act**", along with further information relating to certain parts of the Act. We have not covered every part of the RRA only the areas that will have the greater impact.

Taken from the foreword of the MHCLG booklet

"The move to a new system of periodic tenancies is at the heart of the Act. Once switched on, it will mean the end of fixed-term tenancies and the long-overdue abolition of section 21 'no-fault' evictions. In the first phase of our reforms, we will implement the new tenancy regime. This will apply to both new and existing tenancies and will come into force on 1 May 2026"

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Phase 1: From 1 May 2026

In Phase 1 we will-

A. **abolish section 21 'no fault' evictions** – landlords in the PRS will no longer be able to use section 21 of the Housing Act 1988 to evict their tenants. *Until the 30th April 2025 Section 21 notices can still be served and there will be transitional arrangements to allow these older notices to continue for a short time.*

- *For older Section 21 notices, you may apply to court until **31 July 2026** or within six months of serving the notice (whichever comes first).*
- *Similarly, for older Section 8 notices, you can apply to court until **31 July 2026** or within 12 months of serving the notice (whichever comes first).*

B. **introduce Assured Periodic Tenancies in the private rented sector (PRS)** – the vast majority of new tenancies and existing tenancies in the PRS will become Assured Periodic Tenancies. This means tenants will be able to stay in their property for as long as they want, or until a landlord serves a valid new section 8 notice. *From 1st May 2026 all tenancies will be an Assured Periodic Tenancy, any current fixed term tenancies will move to periodic. However, from the landlord's side the first 12 months of any new tenancy will be fixed, unless there are severe breaches by the tenant. Tenants will be able to provide 2 months notice from a rent date to vacate.*

New tenancies in the PRS created on or after 1 May 2026

- Landlords will need to provide certain information about the tenancy to their tenants in writing. This could be through a written tenancy agreement. The detail of what information landlords must provide will be set out in secondary legislation.
- This will be published in time for landlords to prepare their new tenancy agreement templates ahead of the new changes coming into effect.
- We will publish a draft in January 2026, so landlords can begin preparing.

Rules for tenancies created before 1 May 2026

- If an existing tenancy in the PRS already has a written tenancy agreement, then landlords won't need to change it or issue a new one. Instead, landlords with existing tenancies will need to provide tenants with a copy of the government published 'Information Sheet' on or before 31 May 2026. This document will inform tenants about the changes made by the Act.
- We will publish this online in March 2026, before the reforms come into effect on 1 May 2026.
- However, if a landlord has agreed an existing tenancy verbally with a tenant, they'll need to provide a written summary of the main terms. Again, a landlord will need to do this on or before 31 May 2026.

C. reform possession grounds in the PRS so they are fair for both parties – landlords will only be able to evict tenants when they have a valid reason. Possession grounds will be extended to make it easier for landlords to evict tenants who commit anti-social behaviour, or who are in serious persistent rent arrears. *Noted below are details of some of the revised possession grounds, there are further grounds however we have only included the ones that are likely to apply in most circumstances*

Ground 1 (moving the landlord or family members into the property)

Qualifying family members are at least one landlord's:

- *partner if that partner is a spouse, civil partner, or living with the landlord as if married*
- *parent*
- *grandparent*
- *sibling (including any half-siblings)*
- *child*
- *grandchild*
- *partner's children or grandchildren.*

Note that cousins are not qualifying family members.

Restrictions on when you can use the ground: *You may serve the notice from the start of the tenancy, but you may not ask the tenant to give up possession in the first 12 months of 'the current tenancy'.*

Restrictions on marketing and reletting: *An Agent or Landlord may not market the property for let on a tenancy of less than 21 years, or a licence for financial gain during the 'restricted period' (see below).*

In addition, you may not grant a tenancy of less than 21 years or a licence during the restricted period, unless at least one qualifying family member will occupy the property.

Minimum notice period: *Four months*

Ground 1A (the landlord intends to sell the property)

This new ground is available where the landlord needs vacant possession because they intend to:

- *Sell their freehold or leasehold interest in the property or*
- *Grant a tenancy of more than 21 years without any break clauses in it.*

Restrictions on when you can use the ground: *You may serve the notice from the start of the tenancy, but you may not ask the tenant to give up possession in the first 12 months of 'the current tenancy'.*

Restrictions on marketing and reletting: *An Agent or Landlord, may not market the property for let on a tenancy of less than 21 years, or a licence for financial gain during the 'restricted period' (see below).*

In addition, you may not grant a tenancy of less than 21 years or a licence during the restricted period unless it is a licence to the person who will become the buyer of the property.

Minimum notice period: *Four months*

What is the 'restricted period' for Grounds 1 and 1A

The **restricted period** starts as soon as you serve notice under **Ground 1 or Ground 1A** and ends:

- **12 months after the tenant leaves**, if they move out without court action, or
- **12 months after you submit a possession claim**, if the tenant does not leave voluntarily and you must apply to the court.

In practice, this means the restricted period begins the moment notice is served and will usually last **at least 16 months**. Landlords should therefore be confident that they genuinely intend to move in (Ground 1) or sell (Ground 1A) before relying on these grounds.

The restricted period will only end early if the court grants possession based on a **different ground**, not Ground 1 or 1A.

Example:

A landlord serves notice under **Ground 1A** because they intend to sell the property. Before the notice period ends, the tenant falls into four months' rent arrears. The landlord changes their mind about selling and serves a new Section 8 notice based on the rent arrears grounds. They then apply for possession using that new notice. If the court grants possession due to **rent arrears**, this counts as a ground other than 1 or 1A, which means the restricted period is lifted and the landlord may relet the property.

Ground 7a Relating to Antisocial behaviour

This ground relates to antisocial behaviour committed by the tenant or any other person living with the tenant or visiting the property. You may seek possession if that person has:

- committed and been convicted of a serious crime
- breached an Antisocial Behaviour Injunction obtained under the Antisocial Behaviour Crime and Policing Act 2014
- breached a Criminal Behaviour Order obtained under the Antisocial Behaviour Crime and Policing Act 2014
- been convicted of a breach of a notice or order to reduce their noise in relation to the tenant's property under the Environmental Protection Act 1990
- their property was closed under a closure order obtained under the Antisocial Behaviour Crime and Policing Act 2014, and closure is continuous for at least 48 hours.

If an appeal against any of these orders, injunctions, or convictions is pending or successful, then this ground cannot be relied upon.

Minimum notice period: Immediately after service. This notice period applies even if you include other grounds with longer notice periods.

Ground 14 – Antisocial Behaviour

Ground 14 can be used when the tenant, or anyone living with or visiting them, has:

- Caused (or was likely to cause) **nuisance or annoyance** to anyone in the local area.
- Caused (or was likely to cause) **nuisance or annoyance to the landlord** or anyone working for the landlord in a housing management role.
- Been **convicted of using the property for immoral or illegal purposes**.
- Been **convicted of an arrestable (Crown Court) offence** committed in or near the property.

Minimum notice period:

None — possession proceedings can start **immediately after serving the notice**, even if combined with other grounds that normally require a longer notice period.

Ground 8 – Serious Rent Arrears

Under the Renters' Rights Act, Ground 8 can only be used if the tenant has, both when the notice is served and on the hearing date:

- **At least 3 months' rent arrears** (if rent is paid monthly), or
- **At least 13 weeks' arrears** (if rent is paid weekly or fortnightly).

Arrears caused by delays in Universal Credit must be ignored when calculating the total owed.

Potential Defences

Landlords and Agents should ensure full compliance because several defences may prevent repossession:

1. **Arrears reduced before the hearing:**

*If the tenant pays enough to bring arrears **below 3 months**, Ground 8 no longer applies. The landlord would then need to rely on discretionary Grounds 10 and 11.*

2. **Cheque not yet cleared:**

If the tenant pays by cheque before the hearing, the court may delay the case until the cheque clears.

3. **Set-off against landlord's breaches:**

Tenants may argue that rent should be reduced due to:

- *An unprotected deposit*
- *A rent repayment order offence*
- *Disrepair issues*

4. **Rent not lawfully due:**

For example, if the landlord has not provided a valid address for service of notices, rent is not legally due until they do.

Minimum notice period: 4 weeks

D. limit rent increases to once a year in the PRS – landlords will have to follow the revised section 13 procedure and provide the tenant with a notice detailing the proposed rent increase at least two months before it is due to take effect.

The Renters Rights Act will make several changes to the Section 13 process.

From 1 May 2026, to increase the rent, landlords must first serve a Section 13 notice, giving at least two months' notice. The rent increase may not occur until 12 months after occupation or after the last rent determination.

Once this notice is served then one of three things will occur:

- *The tenant accepts the rent or does not do anything before the notice expires. In these cases the new rent starts on the day the notice expires; or*
- *Landlord and the tenant negotiate a lower rent than the one listed on the Section 13 notice. The negotiated rent starts on the day the notice expires;*
- *The tenant challenges the rent for free to the Tribunal before the notice expires. The rent increase will be delayed until the day the Tribunal decides on what the rent should be or later if the tribunal believes it would cause undue hardship.*

If the tenant challenges the rent increase to the Tribunal, then the Tribunal may only set the rent at the level the landlord proposed or a lower amount.

Please note Kings & Co Lettings have been using Section 13 notices for most rent increases for sometime, whilst there are slight differences the ability for a tenant to refer the Tribunal has always been there.

E. ban rental bidding and rent in advance – landlords and letting agents will not be able to ask for, encourage, or accept an offer that is higher than the advertised rent. Landlords and agents will also not be able to request more than one month's rent in advance.

F. make it illegal to discriminate against renters who have children or receive benefits – landlords and letting agents will not be able to do anything to make a tenant less likely to rent a property (or prevent them from renting it) because they have children or receive benefits. This includes withholding information about a property (including its availability), stopping someone from viewing it, or refusing to grant a tenancy.

G. require landlords in the PRS to consider tenant requests to rent with a pet – landlords will have an initial 28 days to consider their tenant's request, and they will have to provide valid reasons if they refuse it.

Responding to a Pet Request from Your Tenants

*A tenant must make their request **in writing** and include a **description of the pet** they want to keep.*

*Once you receive the request, you must act within **28 days** by doing one of the following:*

- *Provide written permission or a **reasonable refusal**; or (reasonable refusal, allergies of other tenants and possibly landlord – however proof is likely required, size and location of property)*
- *Ask the tenant for **more information** about the pet; or*
- *Apply to a **superior landlord** for their permission.*
- *We cannot request a higher damage deposit nor pet insurance.*

*If you request further information or need consent from a superior landlord, you do **not** need to give your final decision until that information or permission is received. Once you have it, you must issue your final decision **within 7 days**.*

H. strengthen both local council enforcement and rent repayment orders - civil penalties will be expanded, and there will be a new requirement for local councils to report on enforcement activity. Rent repayment orders will be extended to superior landlords, the maximum penalty will be doubled, and repeat offenders required to pay the maximum amount.

The Renters' Rights Act will introduce a number of new offences that a civil penalty may also be given for. The below tables set out the new offences by the topic that they relate to

1. Database & Advertising Compliance Offences

<i>Offence</i>	<i>Example</i>	<i>Maximum Penalty</i>
<i>Providing false information to the database operator</i>	<i>Deliberately or accidentally giving incorrect landlord contact details to the database operator</i>	<i>£7,000 single breach; £40,000 continuing offence after 28 days, or repeating the offence within 5 years</i>
<i>Not being part of the landlord redress scheme when required</i>	<i>A residential landlord who lets out a property is not a part of the redress scheme</i>	<i>£7,000 single breach; £40,000 continuing offence after 28 days, or repeating the offence within 5 years</i>
<i>Advertising/marketing/letting a dwelling without an active database entry</i>	<i>Advertising or letting a property without setting up landlord and property correctly in the database</i>	<i>£7,000 single breach; £40,000 continuing offence after 28 days, or repeating the offence within 5 years</i>
<i>Not keeping database entry accurate and up to date</i>	<i>Landlords must keep all database entries current and correct</i>	<i>£7,000 single breach; £40,000 continuing offence after 28 days, or repeating the offence within 5 years</i>
<i>Not providing unique identifier in advertisement</i>	<i>Failing to put the landlord's unique identifier in any advertisement</i>	<i>£7,000 single breach; £40,000 continuing offence after 28 days, or repeating the offence within 5 years</i>

2. Marketing Offences

Offence	Example	Maximum Penalty
<i>Breach of anti-discrimination provisions</i>	<i>Discriminating against families or those in receipt of benefits in advertising or letting</i>	<i>£7,000 per breach; additional £7,000 for continuing the breach or for breaching again within 5 years</i>
<i>Advertising/ offering a tenancy without stating a specific proposed rent</i>	<i>Not providing the exact rent payable in any advert or offer</i>	<i>£7,000 per breach; additional £7,000 for continuing the breach or for breaching again within 5 years</i>
<i>Inviting or accepting offers above the proposed rent</i>	<i>Encouraging or accepting bids higher than the advertised rent</i>	<i>£7,000 per breach; additional £7,000 for continuing the breach or for breaching again within 5 years</i>

3. Tenancy Offences

Offence	Example	Maximum Penalty
<i>Trying to let the property on a fixed term</i>	<i>Fixed terms cannot be agreed anymore for assured tenancies</i>	<i>£7,000 single breach; £40,000 continuing offence after 28 days, or repeating within 5 years</i>
<i>Trying to end the tenancy with a notice to quit</i>	<i>Must serve a section 8 notice, not a notice to quit</i>	<i>£7,000 single breach; £40,000 continuing offence after 28 days, or repeating within 5 years</i>
<i>Trying to end the tenancy orally</i>	<i>Attempting to end a tenancy verbally instead of with a section 8 notice</i>	<i>£7,000 single breach; £40,000 continuing offence after 28 days, or repeating within 5 years</i>
<i>Using a "purported" notice of possession</i>	<i>Using a document resembling section 8 but not the official gov.uk version</i>	<i>£7,000 single breach; £40,000 continuing offence after 28 days, or repeating within 5 years</i>
<i>Relying on a possession ground where there is no reasonable belief of success and the tenant leaves within 4 months</i>	<i>Attempting to use a ground without evidence or a realistic expectation of success</i>	<i>£7,000 single breach; £40,000 continuing offence after 28 days, or repeating within 5 years</i>
<i>Reletting within 1 year after relying on ground 1 or 1A</i>	<i>These grounds prohibit re-letting within 12 months</i>	<i>Summary conviction leading to a fine, or £40,000 as an alternative</i>
<i>Unlawful eviction and harassment</i>	<i>Evicting a tenant without following proper legal process or pressuring them to leave</i>	<i>£40,000</i>

*The tenancy and marketing offences are expected to be introduced on 1 May 2026. Offences related to the database, ombudsman and property standards are expected to apply later on.

Rent Repayment Orders

Rent Repayment Orders are an existing enforcement power that has been available to local authorities and to tenants for a while.

Tenants can apply directly to the tribunal to try and compel the landlord to repay a given amount of rent up to a maximum amount.

Renters Rights Act changes

As part of the rental reforms, the maximum amount claimable will increase from one to two years. As will the time available to make a claim.

The Act also expands the number of offences that a tenant may seek a rent repayment order for.

<i>Offence Category</i>	<i>Example / When Available</i>
<i>Violence or harassment</i>	<i>Using physical force to gain entry; evicting or pressuring a tenant without following legal process</i>
<i>Failure to comply with notices/orders</i>	<i>Ignoring improvement notices, prohibition orders, or similar official instructions</i>
<i>Unlicensed property management</i>	<i>Operating a HMO or other property without a required licence</i>
<i>Banning order breach</i>	<i>Letting property while subject to a banning order (since 6 April 2018)</i>
<i>Misuse of possession grounds</i>	<i>Including a possession ground without reasonable belief, resulting in tenant leaving within 4 months</i>
<i>Restriction on letting/marketing</i>	<i>Reletting a dwelling within 12 months after a Section 8 notice using Grounds 1 or 1A</i>
<i>Continued breach after penalty</i>	<i>Offences continuing after a financial penalty (applies to general breaches, landlord redress scheme, and PRS database registration)</i>
<i>Providing incorrect PRS database info</i>	<i>Deliberately or accidentally giving incorrect landlord contact details to the database operator</i>

These measures will all take effect on 1 May 2026.

New investigatory powers giving local councils a stronger ability to inspect properties, demand documents, and access third-party data to crack down on rogue landlords and enforce housing standards more effectively will come into effect on 27 December 2025.

Phase 2: From late 2026

During Phase 2 we will introduce the PRS Database and PRS Landlord Ombudsman. We will do this in two key stages, beginning from late 2026:

Stage 1: Regional Rollout of the Database for Landlords and Local Councils

We will commence the rollout of the Database from late 2026. Signing up to the PRS Database will be mandatory for all PRS landlords and they will be required to pay an annual fee which will be confirmed closer to launch. We hope that Agents should be able to assist with the completion of details within the Database, but this is waiting confirmation.

Regulations will mandate landlord registration, payment of a fee and the provision of key information by landlords. Subject to the will of Parliament, we expect this to include at minimum, for each PRS property:

- The landlord's contact details. This will include capturing relevant information from all joint landlords.
- The property details, including the full address, type of property (flat/ house), number of bedrooms, number of households/residents and confirming whether the property is occupied and furnished, etc.
- Safety information – Gas, Electric and Energy Performance Certificates – so tenants are assured about the safety and energy efficiency of the property.

Stage 2: Further Roll out of the Database and Introduction of the Ombudsman

Public access and data sharing will be enabled following the launch of landlord registration.

We will also establish the PRS Landlord Ombudsman during Phase 2. The Ombudsman will provide a redress service for private rented sector tenants when things go wrong. It will also support landlords with tools, guidance and training on handling complaints from tenants early. The Ombudsman scheme will be mandatory for PRS landlords. Landlords will be required to fund the service through a fair and proportionate charging model, confirmed closer to launch.

Implementation of the Ombudsman will happen after the introduction of the Database, and we continue to explore ways to share information between the Database and the Ombudsman to minimise landlord sign-up burden.

The development of the Ombudsman will happen in stages:

- Stage 1 will happen at least 12-18 months before implementation. The Secretary of State will choose a scheme administrator to run the new service, which will then need time to scale up.
- Stage 2 will require landlords to be members of the new service – we expect this to be in 2028, when the Secretary of State is confident the service is ready for delivery. We will make sure landlords are given sufficient notice in advance of requiring them to be members of the scheme.

Phase 3: a new Decent Homes Standard in the PRS (dates settled following consultation)

We will introduce a Decent Homes Standard (DHS) to the PRS for the first time. This will ensure that all PRS properties meet a minimum standard of housing quality and provide local councils with powers to take enforcement action if PRS properties fail to meet it. We consulted on the updated DHS between 2 July and 12 September 2025, and proposed that it is brought into force in either 2035 or 2037.

We are currently considering consultation responses and will announce details of the standards and confirm the implementation timeline as soon as possible. While we are proposing a long-term deadline, our expectation is that landlords should commence works earlier wherever feasible, remaining mindful of the effect on tenants.

Government has consulted on plans to require all domestic privately rented properties in England and Wales to meet Minimum Energy Efficiency Standards (MEES) of EPC C or equivalent by 2030 unless a valid exemption is in place. Further details will be set out in the government's response to the consultation.

As part of the pathway to applying the Decent Homes Standard to the PRS, we will implement the review of the Housing Health and Safety Rating System (HHSRS).

We will extend Awaab's Law to the PRS, setting clear, legally enforceable timeframes within which PRS landlords must make homes safe where they contain serious hazards. This will empower tenants to challenge dangerous conditions in their homes. We will consult on the details of this policy, including implementation timescales, in due course.

Our Approach

Whilst the Renters' Rights Act introduces some significant changes to the PRS, many of these are long overdue. Others may feel more onerous for landlords and letting agents, but none are unmanageable with the right processes in place.

Going forward, strong communication with your tenants will be essential—whether this is through us as your letting agent, or directly if you are a Let Only landlord. We ensure tenants feel comfortable contacting us by phone or email, and that their concerns are addressed promptly. While we cannot always guarantee the outcome tenants hope for, receiving a clear and timely response is far better than feeling ignored.

Given the more stringent maintenance requirements, regular inspections will be more important than ever. We carry these out every 4–6 months and strongly recommend that self-managing landlords adopt the same practice if they do not already. Inspections provide photographs and evidence of the property's condition, highlighting any necessary repairs. We retain these records for at least the duration of the tenancy (often longer), as we prefer not to delete anything unless required.

It is important not only to ensure that maintenance issues are addressed promptly, but also that tenants understand their own responsibilities and how to look after the property. Every property is unique: heating systems vary, older buildings have their own quirks, and ensuring tenants are aware of these nuances is vital. At the same time, landlords must maintain the property both structurally and internally, which protects not only its long-term value but also the wellbeing of their tenants.

Regarding rent increases, we have been issuing Section 13 notices for several years and have established processes in place to manage annual reviews as they arise and yes whilst I am sure that some tenants will query a rent increase, as some do now, there is nothing stopping a negotiation taking place.

When it comes to marketing your property and ensuring full compliance, we have everything in hand. Our software system, along with the major property portals, automatically highlights which information must be completed when listing a property. In due course, we will also update our processes to accommodate the new Landlord Database once further guidance is released. We may need to request additional information from you as these requirements develop, and we kindly ask for your patience. Both we and our landlords must ensure full compliance with all regulations.

We are still awaiting confirmation on whether the minimum required energy efficiency rating for rental properties will be raised to a "C", although this appears highly likely. We will continue to monitor developments and when your property becomes vacant we will advise if there are any improvements that could sensibly be carried out at that time.

It has also recently come to our attention that some mortgage providers are now requesting up-to-date EPCs. If you have a mortgage that is due for renewal, please let us know so we can confirm whether your current EPC is still valid or requires updating.

Lastly, if you are concerned about rent arrears and the potential impact should your tenant fall behind on payments, you may wish to consider Rent and Legal Guarantee Insurance. We can provide a quote for this if required. If you already have a policy in place externally, please provide us with the policy terms and conditions so that we can ensure full compliance with its requirements.

We understand that these upcoming changes may feel significant, but please rest assured that we are here to guide and support you every step of the way. Over the next 24 months, we will help ensure all processes and compliance requirements are managed smoothly. If you would like to discuss anything in more detail, please feel free to contact me on **01603 666689** or **01379 646180**, or by email at sally.white@kingsandco.com.