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FAQ DOCUMENT

Renters' Rights Act 2025

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VIEW LEGISLATION

Details of the legislation – enactment

What is the timeline for elements of the legislation to come into force?

The Renters' Rights legislation received Royal Assent on 27 October 2025 and is now an Act of Parliament. The UK Government has set out three official phases, with additional elements of the Act coming into force from 27 December 2025.

What came into force on 27 December 2025?

Greater reporting requirements on local authorities as well as 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 came into effect on 27 December 2025.

What is included in Phase 1 of the implementation of the Act?

Phase 1 introduces reforms to tenancies including the abolition of Section 21 evictions, the replacement of Assured Shorthold Tenancies with Assured Periodic Tenancies, reforms to possession grounds, annual limits on rent increases, bans on rent discrimination for benefit recipients and renters with children, banning rental bidding, banning rent in advance and preventing landlords from unreasonably refusing a tenant's request to keep a pet at the property. **These will come into force on 1 May 2026**.

What will be included in Phase 2 of the implementation of the Act?

Phase 2 will introduce the PRS Database and PRS Landlord Ombudsman in two stages. The first stage in late 2026 will begin with regional rollout of the PRS Database. The second stage will introduce public access the data sharing within the PRS Database and the introduction of the PRS Landlord Ombudsman. This is expected to be launched in 2028**.**

What will be included in Phase 3 of the implementation of the Act?

Phase 3 will introduce the Decent Homes Standard. This will also introduce Awaab's law into the PRS as part of the Decent Homes Standard. This will come into force from 2035.

Section 21 notices

What's changing?

From 1 May 2026, landlords in the private rented sector in England will no longer be able to use Section 21 of the Housing Act 1988 to evict tenants. Landlords will be able to evict tenants who have an assured periodic tenancy using a Section 8 notice.

What does this mean for Section 21 notices?

If the tenancy began before 1 May 2026 as an assured shorthold or assured tenancy, it would become an assured periodic tenancy on or after 1 May 2026. Landlords will not be able serve a Section 21 notice to end a tenancy from this date onwards, even if the tenancy agreement says you can.

What about notices issued before 1 May 2026?

- **If tenants are given a Section 8 notice before 1 May 2026** – landlords will usually only be able to use the notice to start court proceedings for up to 12 months after the date they gave it to the tenant or until 31 July 2026, whichever is sooner.

- **If tenants are given a Section 8 notice on or after 1 May 2026** – landlords will usually have up to 12 months after the date they gave it to the tenant to apply to court to evict them.

- **If tenants are given a Section 21 notice before 1 May 2026** – landlords will usually only be able to use the notice to start court proceedings for up to six months after giving it to tenants or until 31 July 2026 (three months following legislation starting on 1 May 2026), whichever is sooner.

- **After 31 July 2026** landlords will not usually be able to use a Section 21 notice to start an eviction process - this will apply even if landlords gave the tenant notice less than six months ago.

What happens if these time scales are not met?

If a landlord does not apply to the court in time, the Section 21 notice will become invalid, and the tenancy will be an assured periodic tenancy. Landlords will need to serve a tenant with a new Section 8 notice to evict them and follow the standard possession order process.

Tenant notice to end a tenancy

From the 1 May 2026, tenants will be able to give at least two months' notice to end the tenancy at any point, unless they have agreed with the landlord a shorter notice period. The tenant will need to give their notice, so the tenancy ends on a day when the rent is due or the day before the rent is due.

How should tenants give notice?

The UK Government have said that landlords and agents will not be able to tell tenants how they should give their notice i.e. specify a particular form of written communication. However, the Act does say that 'giving a notice in writing' means a mode by which the words of the notice are represented or reproduced in a visible form so this could be by letter, email or text.

What happens if the tenant changes their mind?

If the tenant has already given notice but changes their mind and wants to stay in the property, they will only be able to stay if the landlord agrees to this in writing. If the landlord does not agree, the tenancy will end as planned.

What happens if a joint tenant wants to leave?

One tenant will be able to end the joint tenancy without the agreement of the other tenants.

What happens if the joint tenant changes their mind?

If a joint tenant changes their mind and would like to stay, all the other joint tenants will also need to agree. If they do not agree, then the tenancy will need to end.

If some of the existing tenants want to stay, landlords will be able to create and sign a new tenancy agreement. Landlords will also be able to add new tenants to an existing tenancy agreement.

Grounds for eviction and notices

On and after 1 May 2026 landlords will only be able to give a tenant a notice under Section 8 of the Housing Act 1988 to end the tenancy

Which grounds for eviction will be mandatory, and which will be discretionary?

Section 8 grounds will remain both mandatory and discretionary. Please see the Propertymark Fact Sheet on the Renters' Rights legislation for a description and breakdown of each ground.

Would I have to take a tenant to court to evict under a Section 8 notice?

No, not necessarily. As with the current eviction process, if a landlord or agent serves notice on a tenant and the tenant moves out by the end of the notice period, then there is no further action. A landlord only needs to apply to the court for an order for possession if the tenant refuses to leave.

A landlord is more likely to need to apply for an order for possession for grounds relating to rent arrears or anti-social behaviour. Due to the nature of the reason, they may also want to apply to court to claim compensation for rent arrears or other costs.

What form will I need to serve notice?

You will no longer be able to use Form 6a to serve a notice to quit. Currently, Form 3 is the correct form to serve notice under one of the Section 8 grounds for eviction. We expect that the UK Government will look to amend this form to include the new grounds.

Why has the UK Government introduced a 12 month no-relet period in the legislation?

It is intended to ensure that only the landlords who genuinely want to sell their property will use Ground 1A and deter those landlords looking to evict a tenant in order to re-let at a higher rent or to a difference tenant from using it.

What can landlords do to help mitigate the risk of the property sale falling though?

The legislation does not prevent a landlord with sitting tenants from marketing the property for sale or carrying out a valuation. Therefore, it is possible for landlords to gauge the market before they issue the Section 8 notice and reach an informed view on how easy it will be to sell the property and at what price.

What would happen if the landlord doesn't sell the property after issuing a Ground 1A notice?

The UK Government think that for a landlord genuinely wishing to sell the property, re-entering the PRS after the sale falls through will not deliver that, so the legislation prevents landlords from issuing a Section 8 notice on Ground 1a for the first 12 months of a new tenancy. The landlord would, therefore, be better off continuing in their effort to sell the property, reduce the asking price if they need to or it is possible to sell the property with sitting tenants.

Does the 12-month protection for Ground 1 and 1A notices include protections from notices?

No, landlords can serve the required 4 months' notice on month 8 of the tenancy, allowing for tenants to be evicted from the property when the 12-month protection period is over.

What are the grounds for eviction for tied accommodation, such as properties used to house farm workers?

New grounds have been proposed to ensure that a landlord can repossess their property for specific tenancy requirements, such as if the property is required for use as part of employment (i.e. accommodation tied to a workplace).

These grounds are:

- Ground 5 - Possession for occupation by ministers of religion
- Ground 5A - Possession for occupation by an agricultural worker
- Ground 5B - Possession for occupation by a person who meets employment requirements
- Ground 5C - Possession where the tenant no longer meets employment requirements
- Ground 5D - Possession for end of employment requirements (social landlord)
- Ground 5E - Possession for occupation as supported accommodation
- Ground 5F - Possession of dwelling-house occupied as supported accommodation (support no longer needed, funding withdrawn, limited time for support requirement, etc)
- Ground 5G - Possession for tenancy granted for homelessness duty
- Ground 5H – Occupation as 'stepping stone accommodation'

Renters' Rights Act and the Deregulation Act

What is the Deregulation Act?

The Deregulation Act 2015 was passed on 26 March 2015 in a bid to reduce some of the burdens of previous legislation which no longer had practical use.

Landlords wanting to evict tenants on an Assured Shorthold Tenancy starting on or after 1 October 2015 using the notice seeking possession under Section 21 of the Housing Act 1988 must use the new standard from of Section 21 Notice (form 6A) and must comply with the prescribed requirements set out by the Secretary of State. These are:

- Valid Energy Performance Certificate (EPC) must be given to tenant.
- Valid gas safety certificate must be given to tenant.
- Current UK Government How to Rent Guide must be given to tenant.

In addition, Section 21 notices are still invalid and unenforceable when served on assured shorthold tenants living in unlicensed HMOs. Section 21 notices are also still invalid and unenforceable in cases

where tenant's deposits are not protected in a government backed deposit protection scheme and the "prescribed deposit information" is not provided to the tenant within 30 days of receipt of the deposit.

What does this mean for existing tenancies (those signed before 1 May 2026)?

Existing tenancies (those signed before 1 May 2026) must continue to comply with the Deregulation Act. However, the requirements, apart from protecting deposits, will no longer be required to be served for tenancies signed on or after 1 May 2026.

Renting to students

Is the notice period for students different to other tenants?

No, from 1 May 2026, it will also be possible for all renters to give at least two months' notice to quit at any time during the tenancy to bring the tenancy to an end should they wish to do so.

What is Ground 4A?

The Renters' Rights Act introduces a new mandatory ground for possession, Ground 4A, allowing student landlords to recover possession from students in a House of Multiple Occupation (HMO) if certain conditions are met.

What conditions need to be met for the use of Ground 4A?

Landlords will be able to evict students using Ground 4A at the end of the academic year if all the following apply:

- all the tenants were **full time students** when they signed the tenancy, or you expected them to become students during the tenancy
- the landlord is intending to let to students in the future
- the **tenancy was signed less than six months before the date the tenants could move** in
- the property is an HMO or is part of an HMO
- the **landlord gave the tenants written notice that you may evict them under Ground 4A** before they signed the tenancy
- The **landlord gave the tenants four months' notice of their intention to evict them** – the notice period must end between 1 June and 30 September in any year.

If the Property is let to one or two students and is not an HMO then the landlord will not be able to rely on Ground 4A.

How are full time students defined?

Under Ground 4A, a full-time student means a person receiving education provided by means of a full-time course from a higher education institution as covered by the Education Reform Act 1988.

For existing student tenancies in a HMO, how will they end?

Where the tenancy began before 1 May 2026, if landlords give all the tenants written notice to say that they want to rely on Ground 4A and provide existing tenants with the UK Government issued Information Sheet by 1 June 2026, they may evict the tenants by using Ground 4A. The 6-month restriction will not apply.

What happens if the student tenants do not leave the property?

In a student HMO, if the notice period expires and the tenants do not leave the property, landlords will be able to apply to court for a possession order to try and evict the tenant.

What happens in a joint tenancy if one person wants to leave?

Under the Renters' Rights Act, one tenant will be able to end the joint tenancy without the agreement of the other tenants. Also, if a joint tenant asks to give a shorter notice period, all the other joint tenants will need to agree to the shorter notice period.

If a joint tenant changes their mind and would like to stay, all the other joint tenants will also need to agree. If they do not agree, then the tenancy will need to end. If some of the existing tenants want to stay, the landlord will be able to create and sign a new tenancy agreement. Landlord will also be able to add new tenants to an existing tenancy agreement.

An alternative to avoid this issue, landlords may want to consider renting on individual room lets basis so if there is a student who drops out it will only be a room and the landlord has discretion over who re-lets the room.

What happens if you are renting to students in a one or two bed property and not an HMO and they do not leave?

A landlord wishing to end their agreement with the student will need to recover possession by relying on one of the grounds for possession in the Renters' Rights Act unless all parties agree to terminate the agreement by mutual surrender.

Are the rules for rent in advance different when letting to students?

No, if tenants are paying rent monthly, the maximum amount you can ask for is one month's rent.

How can landlords support international students and mitigate not being able to take rent in advance.

Landlords can still ask for a guarantor. For international students if is worth asking if the international student has a family member in the UK. Alternatively, professional guarantor services are available, and some universities offer financial assistance through a University Guarantor Scheme.

Tenancy agreements

From 1 May 2026 all tenancies in the private rented sector regardless of when they started will be periodic and roll on from month to month or week to week (depending on your arrangement) with no end date.

Does the legislation apply to licences, contractual agreements (including Service Occupation Contracts), commercial tenancies or a let with a rent above £100,000 per annum?

There is no mention of these alternate types of tenancy in the legislation, and the main parts of the Renters' Rights Act amend the Housing Act 1988. Therefore, as a general 'rule of thumb' if a tenancy is not or would not be an AST now then it is unlikely to be affected by the Renters' Rights Act.

What is the impact of the Renters' Rights Act on existing tenancy agreements?

On or after 1 May 2026, it will not be possible for tenancy agreements to have a set end date. All tenancy agreements will automatically become rolling tenancies on 1 May 2026. If the tenancy had an end date, it will no longer apply.

What new information do I need to give to existing tenants?

For existing tenancies (created before 1 May 2026), landlords won't need to change a current tenancy agreement, if one is in place, or issue a new one. Instead, landlords with existing tenancies will need to provide tenants with a copy of the UK Government published 'Information Sheet' on or before 31 May 2026. This will be published in March 2026.

What is the impact of the Renters' Rights Act on new tenancy agreements signed on or after 1 May 2026?

For new tenancies created on or after 1 May 2026, landlords will need to provide certain information about the tenancy to their tenants in writing.

On 20 January 2026, the UK Government published the draft statutory instrument (SI) on the written information landlords must provide to tenants at the outset of tenancies.

What must be included in the Written Statement of Terms:

1. Contract identity and contacts

- Landlord name(s) — if there are joint landlords, each must be named.
- Tenant name(s) — all named tenants must be listed.
- An address in England or Wales where notices can be served on the landlord by the tenant.

2. Property and tenancy dates

- Address of the property being let.
- Date the tenant is first entitled to possession under the tenancy.

3. Financial terms

- Rent payable and when it is due.
- Statement explaining how future rent increases will be notified in accordance with Section 13 of the Housing Act 1988 and as amended by the Renters' Rights Act.
- Relevant bills (including council tax, television license, communication services and utilities such as electricity, gas or other fuel, water or sewage): whether they're included in rent or payable separately, and how amounts and due dates are set out if they're additional.
- Tenancy deposit requirements and the amount of the tenancy deposit.

4. Notice and security provisions

- The minimum notice a tenant must provide when giving a notice to quit the property.
- A statement of security of tenure, explaining that a landlord generally needs a court order and valid grounds to end the tenancy.

5. Statutory duties and safety obligations

The statement must cover applicable landlord duties, including:

- Fitness for human habitation obligations under the Homes (Fitness for Human Habitation) Act.
- Repair duties for structure, exterior and installations in the property.
- Electrical safety standards and inspection requirements.
- Gas safety obligations and inspection/testing regime.

6. Additional information

- Pet consent rights, including that consent must not be unreasonably withheld if the tenant requests to keep a pet.
- Disability adaptations
- Supported accommodation status, where relevant.

How should the written information be provided?

The UK Government have said that they expect in most instances, the required written information will be included in the tenancy agreement, rather than being a separate document. The Act mandates provision of a 'written statement' as opposed to a 'written tenancy agreement', as a tenancy can legally be created without a written agreement between the parties. However, landlords will be able choose to meet this requirement by providing the tenant with this information as part of a written tenancy agreement and this is why the information itself therefore reflects the sort of details you'd usually expect to see in a tenancy agreement.

How much notice does the tenant have to give, and what date can they end the tenancy on?

When ending a tenancy, a tenant must give at least two months' notice. They will not be able to end a tenancy partway through a rental period, meaning that the notice must end on the last day of the rental period, two months in advance. The tenant will be liable for rent until the end of the notice period.

How will the new notice requirements impact joint tenancies?

If one tenant brings a tenancy to an end, it will end for all tenants. To reduce the length of the notice period from two months, the landlord and all tenants will have to agree to a shorter notice period. Where a tenant wants to withdraw from a served notice to quit, this can only be done in agreement with all joint tenants.

Rent increases

When will landlords be able to increase rent?

From 1 May 2026, landlords will only be able to increase the rent once a year. Landlords will not be able to increase the rent in the first year of the tenancy.

What impact will this have on existing tenancies (those signed before 1 May 2026)?

Landlords will not be able to increase the rent until at least a year after the last increase took effect. If there is a term in an existing tenancy agreement that automatically raises the rent, this will no longer apply on or after 1 May 2026.

What about notice of a rent increase before 1 May 2026?

If a tenant was given a notice of a rent increase using Form 4 before 1 May 2026, the rent increase will still apply, even if the new rent starts after that date. If a tenant thinks that the rent increase is above the open market rate, they will still be able to challenge it.

Why is the UK Government introducing this process?

The Labour Party manifesto for the 2024 General Election committed them to empower private rented sector tenants to challenge unreasonable rent increases and ensure that all rent increases in the private rented sector will be made using the same process.

What is the new process?

The new process is known as the Section 13 process. Under the process landlords will need to complete a 'Form 4A: Landlord's notice proposing a new rent'. The Form will be published on GOV.UK for use on or after 1 May 2026.

Landlords will give notice to tenants by giving them the completed form at least two months before they want the rent increase to start. Tenants can receive the notice in the following ways:

- in person
- by post
- by email - if that's allowed in the tenancy agreement

The increase will need to be in line with the rent that would be expected to receive if the property was to be relet the property on the open market rent.

How is open market rent calculated?

The UK Government has said that this is the rent that the landlord could expect to receive for the property, if they were to let it on the open market the next day.

What happens if the tenant does not agree?

If a tenant thinks the rent increase is higher than the open market rate, they will be able to ask the First-tier Tribunal (Property Chamber) to decide what the new rent amount should be.

What is the First-tier Tribunal (Property Chamber)?

It is administered by the HM Courts & Tribunals Service and handle applications, appeals and references relating to disputes over property and land.

What will the First-tier Tribunal (Property Chamber) do?

The Tribunal has experts who are experienced in understanding the different factors which result in the open market rent and determining whether a proposed rent is reflective of this.

Section 14 of the Housing Act 1988 sets out the factors that must be considered or disregarded by the Tribunal when determining rents. It would not be appropriate to provide guidance beyond this to the Tribunal as to how the legislation should be interpreted, as this is a matter for the judiciary.

When considering the proposed rent, the Tribunal must look at the rent the property could command on the open market, rather than costs borne by the landlord. However, the open market rent of the property could be affected by the condition of the property, among other factors. It will be for the Tribunal to make a determination in each case.

Does a tenant still have to pay rent if they challenge the rent increase?

If a tenant challenges a rent increase, they are legally required to pay the rent they would have been paying before the rent increase came into effect.

If the First-tier Tribunal (Property Chamber) finds the rent increase to be justified, can I backdate rent payments?

Yes, if the First-tier Tribunal (Property Chamber) decides that the rent increase reflected market rent, tenants could be required to pay any rent missed between the date when the rent increase was set to start and the date the FTT reached a decision.

Rent in advance

Can I still ask for rent to be paid in advance?

No, on and after 1 May 2026, a landlord will only be able to require up to one month's rent (or 28 days' rent for tenancies with rental periods of less than one month) once a tenancy agreement has been signed and before it starts.

The Renters' Rights Act also amends the Housing Act 1988 so that, once a tenancy starts, a landlord will be unable to enforce any terms in a tenancy agreement that require rent to be paid in advance of the agreed due date.

Can tenants voluntarily pay more than one month's rent once the tenancy has started?

Technically, yes. The main point in the legislation is that it cannot be required as a condition of taking on the tenancy. If once the tenancy is in place, the tenant chooses to pay rent in advance, and it is their choice, they are able to do so.

What impact will this have on tenancies being signed and starting?

While landlords cannot ask tenants to pay rent before entering into a tenancy agreement, they can request the initial month's rent when the tenancy is agreed. So, for example, where a tenancy is agreed and signed a few days or weeks before the tenant moves into the property and tenancy begins, the landlord can include a term in the contract to require payment of the first month's rent immediately after the tenancy agreement is signed, or at any point before the tenancy begins.

Can tenants pay rent in advance within a tenancy and once it has started?

While landlords will be restricted from including terms in a tenancy agreement which require rent to be due in advance of the rent period to which the rent relates, tenants will remain free to pay prior to the rent due date should they wish to do so. The UK Government say this maintains flexibility for tenants to manage their tenancies in the way that best suits them. However, landlords will not be able to require a tenant to pay their rent before it is due.

What impact will this have on reference checks?

The UK Government is clear that landlords and agents should consider a tenant's individual circumstances when negotiating rental conditions. Landlords and agents will continue to have the final say on who they let their property to and can carry out referencing checks to make sure tenancies are sustainable for all parties.

What impact will this have on deposits?

Landlords can continue to request a deposit equivalent to five- or six-weeks' rent, depending on the amount of rent due, and can request a holding deposit to secure the property.

What about existing tenancies, those signed before the Renters' Rights Act comes into force on 1 May 2026?

Where rent in advance was taken for existing tenancies, this money does not need to be refunded. However, on and after 1 May 2026 any existing clauses in tenancy agreements relating to rent in advance become unenforceable.

Guarantors

What about guarantors?

Where a tenant cannot satisfy pre-tenancy checks, a landlord can require a tenant to provide a guarantor. Furthermore, the UK Government have said that professional guarantor services can also help prospective tenants acquire a tenancy guarantor in circumstances where they otherwise would not have been able to do so, such as those who have recently travelled to the UK.

What is the guarantor responsible for?

A guarantor is legally responsible for meeting the terms of a tenancy agreement if the tenant does not. This includes paying for unpaid bills, unpaid rent or costs to repair damage caused by the tenant. Their responsibility can continue after the tenancy ends if there are still costs the landlord needs to cover. For example, if the deposit does not cover the tenant's rent arrears, the landlord can ask the guarantor to pay the rest.

Should I check the guarantor agreement?

Yes, agreements can be in place for set periods or open ended, so it is worth checking any guarantor agreement carefully so that the guarantor knows how and when their liability ends.

What needs to be considered?

Guarantors will still be able to choose to provide cover for a defined period agreed with the landlord. While guarantor arrangements can give landlords the confidence to rent to someone who is unable to meet referencing or affordability requirements at the start of a tenancy, landlords should consider at what point a tenant's regular rent payments become an indicator of their ability to maintain that tenancy in the future.

What must landlords not do?

Landlords must not use guarantors to replicate fixed terms once these are abolished. A landlord who collects rent from a guarantor to cover a period after the tenancy has ended will be in breach of the Tenant Fees Act 2019. A payment from a guarantor to a landlord to cover rent for a period after the end of the tenancy is not permitted under that Act.

Private Rented Sector Landlord Ombudsman

Why is the UK Government introducing a Private Rented Sector Landlord Ombudsman?

The UK Government wants to ensure that tenants can seek redress against their landlord when they have a legitimate complaint about the landlord's action, inaction, or behaviour.

The view of Ministers is that landlords who use letting agents cannot delegate responsibility for their own actions or behaviours. They say landlords almost always retain some responsibility for their property that cannot be passed on to agents—for example, making structural repairs in buildings. To this end, they argue that tenants should be able to access redress if they experience issues such as this, regardless of whether their landlord uses an agent. That is why the UK Government thinks it is essential that both landlords and agents can be held to account for their individual responsibilities.

When is the Landlord Ombudsman service going to be introduced?

The development of the Ombudsman will happen in two stages. Firstly, the Secretary of State will choose a scheme administrator to run the new service. Secondly, regulations will require landlords to be members of the new service, which the UK Government expect to be enforced in 2028.

If the property is managed by an agent who is a member of a redress scheme, does the landlord also have to be a member of a scheme?

Yes, it will be compulsory for all landlords to be members of a redress scheme, regardless of if they use an agent who is registered with The Property Ombudsman or Property Redress Scheme.

Will the Landlords' Ombudsman be the same as the agents' ombudsman? Will the same scheme cover both?

No, the proposals are for a scheme solely for landlords. This is to run alongside existing redress schemes for property management, private rental letting and estate agency work, new homes, and for social housing residents.

Who will provide private landlord redress

Ministers have said that the UK Government's preference is for the Housing Ombudsman Service to deliver private landlord redress, but no final decision has been made.

For landlords who have already voluntarily joined a redress scheme, once a mandatory private Landlord Ombudsman service is in place it will be tailored to the specific needs of the private rented sector, and those landlords will have to move to it.

How will the Landlord Ombudsman work?

It is understood that the scheme will operate in a similar way to the redress schemes for agents, where tenants will be able to raise complaints against their landlord, which the Ombudsman will investigate. Landlords will not be able to raise complaints against their tenants.

Will there be a cost to landlords to join a redress scheme?

Yes. As with the agents' redress schemes, there will be a charge for landlords to sign up. The UK Government is currently exploring what it hopes to be a "fair and proportionate charging model" which will be confirmed closer to the launch of the Ombudsman service.

Whose responsibility will it be to check if a landlord has signed up for the Ombudsman service?

A letting agent will not be allowed to market a property where the landlord is not a member of the Ombudsman service. However, it is the responsibility of the local housing authority to investigate whether a landlord is a member of a scheme or not.

Private Rented Sector Database

What is the new Private Rented Sector Database?

The Renters' Rights Act will introduce a new Private Rented Sector Database. All landlords of assured and regulated tenancies will be legally required to register themselves and their properties on the database.

When will the Private Rented Sector Database go live?

The new online database will be rolled out gradually by area from late 2026, showing who is renting out homes across England.

Will the Private Rented Sector Database replace selective licensing schemes?

No, because the UK Government says that selective licensing and the Private Rented Sector Database have different purposes. Unlike the database, selective licensing schemes aim to target specific local issues by enabling more intensive proactive enforcement strategies. The UK Government has said that it will continue to review the use of selective licensing as it develops the Private Rented Sector Database – refining the way the two systems work together.

What information will landlords need to submit to the Database?

The information that the UK Government plans to make available to the public will include details of the landlord, details of other parties involved in the management or ownership of the property and information about the rental property.

Will the database be publicly viewable? How will this work with GDPR laws?

The UK Government has said they will make information from the database public only if that is necessary and proportionate to meeting the aims of the database. They want to provide tenants with the information they need to make sound decisions about renting but will respect landlords' rights to privacy and to follow data protection and human rights legislation.

Will joint landlords and those who own properties under a company name have to register as individuals?

It is understood that the primary landlord will provide the majority of information but there will be what the UK Government has called "relevant information" that will be required from all joint landlords.

What is the impact on letting agents?

Letting agents and will be prohibited from marketing properties to let, unless the landlord has registered with the Private Rented Sector Database and Ombudsman Scheme.

Rental discrimination

Prohibiting rental discrimination

Under the Renters' Rights Act it is illegal for landlords and letting agents in England, Scotland and Wales to discriminate against tenants in receipt of benefits or because they have children.

When do the new rules come into force?

The new rules come into force on 1 May 2026 in England and Scotland. The new rules come into force on 1 June 2026 in Wales.

What counts as rental discrimination?

Rental discrimination includes landlords and letting agents withholding information about a property including its availability such as property details or the availability of the property, stopping someone from viewing a property or refusing to grant someone a tenancy.

Will the anti-discrimination measures impact landlord's ability to deny a tenant due to affordability?

Landlords and letting agents can continue to carry out referencing checks based on income, affordability, or other criteria to ensure a tenancy is sustainable for all parties, but not on the basis the prospective tenant has children or is in receipt of benefits.

How can I prevent tenants from taking legal action against a decision not to let the property to them?

The UK Government is emphasising that agents and landlords must consider individual circumstances when letting out to tenants with children or who are benefit recipients. When explaining why applications to rent are denied, agents and landlords can point to inappropriate properties, such as those with few bedrooms or which are considerably more expensive than what a tenant could receive with benefits. This could be clearly stated in writing to avoid potential legal challenges.

How will this measure impact existing mortgage/lease contracts that state I can't let those in receipt of benefits or with children?

When the legislation comes into effect, any terms in mortgages or lease agreements with superior landlords that place restrictions on those in receipt of benefits or who have children will have no effect. This will mean that a landlord cannot be considered in breach of their contract or superior landlord agreement.

How will this measure impact existing insurance contracts that state I can't let to those in receipt of benefits or with children?

Existing insurance contracts will be exempt from the measures outlined in the legislation until they come to an end or are renewed. From 1 May 2026, when the legislation comes into force, any restrictive terms for new insurance policies have no effect.

Rental bidding and advertising property to rent

How does the UK Government intend to stop bidding wars?

On or from 1 May 2026, landlords and letting agent will not be allowed to ask for, encourage or accept an offer that is higher than the advertised rent.

What impact does this have on advertising property to rent?

When a property is advertised or information about a property is provided in writing, it must include how much the rent will be. The rent needs to be a specific amount and not a price range.

What is classed as a written advert?

A written advert is an advert that is online, printed, social media post and any digital communication such as email, text messages or direct mail.

Once the property is advertised what are letting agents not allowed to do?

Letting agents must not ask for offers above the advertised rent, encourage someone to offer more than the advertised rent or act in any way that leads a person to think they need to offer more than the advertised rent.

If someone offers more than the advertised rent, what should you do?

Letting agents are not allowed to accept an offer that is more than the advertised rent.

Tenants' right to have pets

What does the Act introduce?

The Renters' Rights Act gives all private rented sector tenants the right to request a pet, which landlords will not be able to unreasonably refuse. Landlords will need to consider each request on a case-by-case basis.

What do tenants need to do?

Tenants will need to ask landlords in writing if they want to keep a pet and they'll need to include a description of the pet they wish to keep in their request.

What are the reasons a landlord can reasonably refuse a pet?

The legislation does not set out details on what a reasonable reason would be to refuse a pet. However, guidance from the UK Government says it may be reasonable to refuse a request in some circumstances, such as:

- Another tenant has an allergy.
- The property is too small for a large pet or several pets.
- The pet is illegal to own.
- If the landlord is a leaseholder, and the freeholder does not allow pets.

It will not usually be reasonable to refuse if the landlord:

- Does not like pets.
- Has had issues with tenants who had pets in the past.
- Has had previous tenants with pets who damaged the property.

- Has general concerns about potential damage in the future.
- Thinks a pet might affect future rentals.
- Knows the tenant needs an assistance animal, such as a guide dog

Are there timescales for landlords to respond to pet requests?

Yes, once the tenant has asked for a pet, landlords will have 28 days to respond in writing. If landlords do not respond within 28 days, tenants will be able to apply to the court and who may enforce the rules if they think the landlord is not meeting their obligations.

If the tenant gets a pet which the landlord had reasonably refused or without the landlord's consent, would this be grounds for eviction under breaking the terms of the tenancy agreement?

If the contract has a clause that prevents the tenant from owning a pet if the landlord's refusal has been found to be reasonable, either by the courts or through the new Private Rented Sector Ombudsman, then this would be grounds for eviction. However, since breaking the terms of the tenancy agreement is still a discretionary clause, the landlord will still have to go through the legal process of evicting the tenant.

How should landlords refuse a pet request?

If landlords refuse a request for a pet, they will need to respond to the tenant in writing and explain why they are refusing the request.

What would happen if the landlord refused a pet unreasonably?

The tenant could challenge this in court or through the landlord ombudsman, and it may be ordered that the pet is allowed, if reasonable to do so.

Will landlords be able to request a pet deposit?

No, the landlord will not be allowed to request an additional deposit for a pet.

Decent Homes Standard (DHS)

What is the Decent Homes Standard?

The DHS was first implemented for social housing in 2001, and last updated in 2006, acting as a technical standard specifying minimum criteria that social landlords must meet to ensure their properties are decent.

The Decent Homes Standard in the private rented sector

The DHS does not currently apply to privately rented housing. However, landlords must ensure their properties are fit for human habitation and local authorities can take enforcement action against landlords whose properties contain serious hazards.

The Renters' Rights Act and the Decent Homes Standard

The Renters' Rights Act gives the UK Government powers to introduce the DHS to the private rented sector. Ministers want to 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.

When will the Decent Homes Standard be introduced to the private rented sector?

The UK Government consulted on an updated DHS between 2 July and 12 September 2025. On 29 January 2026, the UK Government responded to the consultation and said the DHS will apply from 2035.

What is the UK Government proposing for the Decent Homes Standard in the private rented sector?

To meet the Decent Homes Standard, properties will need to meet five criteria:

Criterion A - A home must be free of the most dangerous hazards.

- Homes must be free of Category 1 hazards under the Housing Health and Safety Rating System (HHSRS). Councils must take enforcement action where these are found. (This is already required for the PRS under the Housing Act 2004).

Criterion B - A home must be in a reasonable state of repair.

Homes will fail against this criterion if:
- one or more key building components is not in a reasonable state of repair, or
- two or more other building components are not in a reasonable state of repair

Criterion C - A home must provide core facilities and services.

To meet this criterion, flats must provide at least three of the following facilities:
- a kitchen with adequate space and layout
- an appropriately located bathroom and WC
- adequate external noise insulation
- adequate size and layout of common entrance areas for blocks of flats

To meet this criterion, houses must provide at least two of the following facilities:
- a kitchen with adequate space and layout
- an appropriately located bathroom and WC
- adequate external noise insulation

Homes must also be equipped with child-resistant window restrictors, which can be overridden by an adult, on all windows which present a fall risk for children.

Criterion D – A home must provide thermal comfort.

- To meet this criterion, homes must provide a reasonable degree of thermal comfort. This includes ensuring homes meet Minimum Energy Efficiency Standards.

Criterion E – A home should be free of damp and mould.

- Homes will be non-decent if a landlord has not remedied damp and mould.

What will be the consequences for failing to meet the DHS requirements?

Initially, local councils will have the power to issue an improvement notice to the landlord informing them that they need to rectify any breach in the Decent Homes Standard. If the landlord fails to meet the

Decent Homes Standard within an allotted time frame, they could be subject to a £7,000 fine or a potential rent repayment order.

Will certain properties need to meet higher standards?

Yes, the Secretary of State has the power to assign properties as "qualifying properties" that would meet additional standards beyond what is being introduced through the DHS. These currently are HMOs, properties that are built or adapted for the use of an HMO that are only currently occupied by persons who form a single household, and student accommodation that does not qualify as an HMO.

Awaab's Law

What is Awaab's Law?

Awaab's Law currently requires landlords of social housing to investigate issues raised by tenants, such as damp and mould, and begin repairs if required.

The legislation was created after the death of Awaab Ishak – a two-year-old who died in 2020 due to "prolonged exposure" to mould in a one-bedroom flat.

How will Awaab's Law impact the PRS in England?

The Renters' Rights Act will extend Awaab's Law to privately rented homes. The UK Government will publish a consultation on how to introduce Awaab's Law to the PRS in 2026.

Ministers have said they want to apply Awaab's Law to the PRS to set clear legal expectations about the timeframes within which PRS landlords must make homes safe where they contain serious hazards.

While linked to the Decent Homes Standard, Awaab's Law will likely be introduced before 2035 as a mechanism for tenants to raise concerns and to provide landlords a clear responsibility to resolve any damp or mould.

What will the timescales be to investigate and make appropriate repairs?

Currently, all social landlords must:

- Investigate emergency hazards and make them safe within 24 hours.
- Investigate significant hazards, including damp and mould, within 10 working days.
- Provide a written summary of findings to tenants within three working days of the investigation concluding.
- Take action to make the home safe within five working days of the investigation concluding.
- Begin further works to prevent recurrence within 12 weeks.
- Complete repairs within a reasonable timeframe
- Offer suitable alternative accommodation if the home cannot be made safe within the required timescales.

Specific timescales for the PRS have yet to be included within the legislation, and there may be different timescales depending on the severity of the issue reported by tenants. The UK Government will consult on any changes to the way Awaab's law is implemented within the PRS and the social sector.

What would be the consequences of failing to respond to tenants' concerns?

Landlords would likely face orders from local authorities or courts to take the necessary action, with consequences for failing to act, and or financial compensation for tenants.

Enforcement and investigatory powers

What is the new maximum penalty for breaching PRS legislation?

A local authority will be able to impose fines on landlords and letting agents for breaches and offences of the Renters' Rights Act.

Breaches
On or after 1 May 2026, letting agents and landlords could be given a financial penalty of up to £7,000 if they do one or more of the following:

- Claim to let the property on a fixed-term tenancy instead of a rolling tenancy, for example, by adding an end date.
- Claim to end a tenancy verbally.
- Require a tenancy to be ended verbally.
- Fail to give a tenant written notice that a specified ground might be used where this is required by law.
- Fail to give a written statement of terms containing the information required by regulations.
- Fail to give existing tenants an information sheet which tells them about changes made by the act on or after 1 May 2026.
- Use a possession ground in a Section 8 notice, 'purported' notice of possession or claim form when you do not reasonably believe that a possession order will be granted by the court on that ground.
- Try to end the tenancy using a 'notice to quit' or purported notice of possession.

Offences
On or after 1 May 2026, letting agents and landlords could be given a financial penalty of up to £40,000 as an alternative to prosecution if they are found to have done one or more of the following:

- Relet or remarketed a property within the 12-month no relet and remarketing 'restricted period' after using statutory grounds for possession 1 or 1A, unless they took all reasonable steps not to or an exception applies.
- Knowingly used a ground for possession despite knowing that a court would not order possession on it, or being reckless about that, resulting in the tenant leaving within four months without an order for possession being made.
- Committed a breach within five years of a previous offence.
- Committed a breach within five years of receiving a financial penalty for a previous breach that has not been withdrawn.
- Continued to commit a breach for more than 28 days after receiving a financial penalty for that breach that has not been withdrawn and is not the subject of an ongoing appeal.

Landlords and letting agents can also be prosecuted by a local authority in the magistrates' court and be liable to pay an unlimited fine. In addition, letting agents and landlords may also have a Rent Repayment Order made against them.

When issuing penalties what must local authorities consider?

When considering whether to issue a civil penalty, local authorities are required to issue a notice of intent allowing time for landlords to make representations. The local authority will need to be satisfied beyond reasonable doubt that the landlord has committed an offence. If the landlord disagrees with the imposition or amount of the penalty, they will be able to appeal to the First- tier Tribunal.

What will the new local authority investigatory powers look like?

The powers are available for breaches relating to the Renters' Rights Act and wider housing legislation.

What are the new investigatory powers?

The powers are modelled on the powers local trading standards have. These include:

- Asking a relevant person for information
- Asking any person or organisation for information
- Enter business premises
- Entry to residential premises
- CMP scheme investigations as part of compliance checking to ensure an agent belongs to a recognised scheme.

What else can local authorities do?

Local authorities can use Housing Benefit, Council Tax, and tenancy deposit scheme data to investigate certain issues, including multiple claims to Housing Benefit from the same address, overcrowding, and whether the property is rented or licensed.

How much notice should landlords expect from local authorities when entering the property to carry out enforcement duties?

Local authorities will not be required to provide 24 hours' notice to the building owner or landlord before entering the property without a warrant. Instead, they are required to provide 24 hours' notice after they enter the property. Tenants and occupants, however, would receive 24 hours' notice before entry.

Why is the UK Government allowing local authorities to enter premises without giving advanced notice to owners and residential landlords?

The UK Government says that local authorities have told it that providing notice can result in unscrupulous landlords hiding evidence of breaches, intimidating tenants, and temporarily fixing issues before reverting to non-compliance. Ministers have said they recognise that landlords will want to be aware of any inspection, and indeed the outcome of the inspection. The local authority will therefore need to provide notice after the inspection has taken place and engage with the landlord about any issues raised as a result.

Rent repayment orders

What is a rent repayment order?

A rent repayment order is a mechanism through which, currently, a landlord who has committed an offence can be ordered to repay an amount of rent to the tenant or local authority. They were introduced under the Housing Act 2004 and expanded under the Housing and Planning Act 2016.

Is anything changing in how rent repayment orders are issued?

No, rent repayment orders will continue to be pursued by tenants through the First-tier Tribunal. For rent that is paid through Housing Benefit or Universal Credit, local authorities will be required to pursue rent repayment orders through the courts.

What offences would be applicable for rent repayment orders?

The legislation will extend the number of offences that are applicable for rent repayment orders, including:

- Where the landlord knowingly or recklessly misuses a possession ground
- If the landlord rents or markets a property that they have been restricted from doing so
- If a landlord continues to breach any requirement from the legislation even after receiving a financial penalty.
- Providing false information to the PRS Database
- Failure to register with the PRS Database even after receiving a financial penalty for failing to register with the PRS Database.

Can rent repayment orders be issued to Superior Landlords?

Yes, under the new regime, superior landlords and company directors can have rent repayment orders issued against them, for example, if superior leases include no DSS clauses.

Will there be any changes for repeat offenders?

Yes, landlords who commit repeat offences will be subject to the maximum rent repayment order regardless of the severity of the initial or repeat breach.

How much can a landlord be expected to pay?

A landlord can be expected to pay up to 24 months of rent (the Act has increased this from 12 months of rent under current legislation). Landlords who have been convicted of a licensing offence or have breached any of the legislation's new requirements will be subject to the maximum rent repayment order.

What is the length of time to apply for a rent repayment order?

Tenants and local authorities will have up to 24 months after the offence occurred to apply for a rent repayment order (the Act has increased this from 12 months under current legislation).