

FACT SHEET

Renters' Rights Act

APPLIES TO: ENGLAND
PUBLISHED: OCTOBER 2025
UPDATED: DECEMBER 2025

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Context

The Renters' Rights Bill was published on 11 September 2024 to change the law about rented homes in England. The legislation will abolish fixed term assured tenancies and assured short hold tenancies and deliver on the Labour Party's manifesto commitment to transform the experience of private renting, including by ending Section 21 'no-fault' evictions.

Eligibility

The legislation applies mainly to England. However, measures to prevent rental discrimination against tenants who receive benefits or with children will also extend to Wales and Scotland. The application of these measures will be made through a Legislative Consent Motion by the Scottish and Welsh Governments.

Timetable

The UK Government has set out a roadmap of implementation dates. The first phase of the reforms will introduce the new tenancy regime:

- **Phase one** - tenancy reform measures, including periodic tenancies, end of Section 21 no-fault evictions, cap on rent in advance, anti-discrimination measures, ban on rental bidding, rent increases via Section 13 notices, and new rules on pets, start on 1 May 2026 and apply to new and existing tenancies. Local authority enforcement powers will be in place from 27 December 2025.

The Act's remaining provisions will be brought into force in two further phases:

- **Phase two** - new Private Rented Sector Database rolled out from late 2026, and requirements for all landlords to be members of a new Landlord Ombudsman (expected by 2028).
- **Phase three** - Decent Homes Standard and Awaab's Law. The UK Government has proposed that this will be brought into force in either 2035 or 2037.

Tenancy reform

The changes

The legislation amends sections of the Housing Act 1988 so that all assured tenancies will be periodic and can no longer have fixed terms. The length of the rent period of an assured tenancy will be limited. The rent period must either be one calendar month or a shorter period of up to 28 days.

If the rent is paid per calendar month, it will be a monthly periodic tenancy. For the few tenancies where the tenant pays weekly, it will be a rolling weekly tenancy.

A tenant will be able to end a tenancy by giving two months' notice in writing. The end date of the tenancy must align with the end of a rent period.

NB: Giving a notice 'in writing' means a mode by which the words of the notice are represented or reproduced in a visible form (i.e. email). Landlords cannot specify a particular form of written communication.

A shorter notice period is allowed if both parties agree in writing. This can be set out in the tenancy agreement or in a separate document. Tenants may withdraw a notice to quit under an assured tenancy if the landlord agrees.

Joint tenancies

A notice to quit given by one tenant will bring the tenancy to an end for all joint tenants.

NB: A joint assured tenancy means an assured tenancy where two or more people are tenants under the tenancy.

If a landlord and tenant want to agree on a notice period of less than two months, all joint tenants must agree. If a joint tenant wants to withdraw a notice to quit, they may do so with the agreement of all joint tenants.

Long leases

The legislation also amends the Housing Act 1988 so that long leases (of between seven and 21 years) cannot be assured tenancies. This specifically comes into effect from 27 December 2025.

This will allow leases over seven years to have fixed terms, which are necessary for long leases to function. This will primarily affect shared ownership products and leasehold agreements with ground rents high enough to meet the legal threshold of an assured tenancy.

NB: Landlords are no longer able to use the Section 8 grounds to obtain possession of long leases (which have previously been assured tenancies by virtue that they are not at low rent) including where a shared owner has built up arrears of rent.

Eligibility

From 1 May 2026, all new assured tenancies must be periodic from the start of the tenancy, and all existing assured tenancies will also become periodic.

NB: Existing fixed terms will be converted to periodic tenancies, and landlords will no longer be able to serve Section 21 or old-style Section 8 notices to evict their tenants.

Further information

Renters' Rights Act 2025

<https://www.legislation.gov.uk/ukpga/2025/26/contents>

Housing Act 1988

<https://www.legislation.gov.uk/ukpga/1988/50/contents>

Guarantors and the death of a tenant

After the death of a tenant, the guarantor will not be liable for rent payable under the tenancy in specific circumstances.

NB: Rent payable is defined as guaranteed rent following the death of a tenant (or tenants) and that this is the rent for the remainder of the rent period in which the tenant (or tenants) dies and the rent for any subsequent rent period.

A guarantor is defined as a person who enters a guaranteed agreement in relation to a tenancy.

A guaranteed agreement is a contractual promise (either included in the tenancy agreement or recorded separately) to indemnify or compensate a relevant person in respect of an obligation under the tenancy if the tenant fails to perform or comply with the obligation.

What does this mean?

Sole occupancy tenancies

If the deceased tenant was the only tenant, the guarantor cannot be held liable for rent accumulated on or after the tenant's death.

Joint tenancies

If there are two or more tenants, and in the unlikely event all those tenants die, the guarantor is not liable for rent from the date of their deaths (if they die on the same day) or the date of the last to die (if they do not die on the same day).

If there are two or more tenants and one of the tenants is a family member of the guarantor, if the family member dies, then the guarantor will not be liable for rent on or after the date of their death.

If the guarantor is a family member of more than one of the tenants, the guarantor is not liable for rent from the date of their deaths (if they die on the same day) or the date of the last to die (if they do not die on the same day).

NB: The UK Government are protecting guarantors from being held liable for rent when they are grieving. Landlords will be able to reclaim costs owed before a tenant's death, and guarantors' liability for other costs incurred under the tenancy will not be affected.

If the guarantor is not a family member of the deceased tenant or tenants, the guarantor remains liable for rent under an existing guaranteed agreement.

NB: This means that if in a joint tenancy the guarantor is not a family member, their liability for rent will be maintained. The UK Government consider this is fair because they do not think it is reasonable to remove the guarantor's liability and therefore expose a landlord to additional financial risk where the guarantor is not related to the deceased.

Changes to grounds for possession

Context

Currently, a landlord can end a tenancy by giving the tenant a section 8 notice (citing a ground for possession) or a section 21 notice (without providing a reason or citing a ground).

The changes

The Renters' Rights Act amends the grounds for possession in Schedule 2 of the Housing Act 1988, including the required notice periods and the rules for courts making orders for possession.

NB: Each possession ground has a minimum notice period. After this period, a tenant must either vacate the property or the landlord may start court proceedings to regain possession.

What does this mean?

From 1 May 2026, section 21 evictions will be abolished. Landlords must use a Section 8 ground for possession (specific circumstances in which a landlord can regain possession). To regain possession, landlords will serve notice in the prescribed form, giving at least the required notice period to the tenant.

NB: As in the current system, if a tenant does not leave, the landlord will need to go to court and provide evidence that the ground applies.

Landlords won't be able to obtain an order for possession unless they have:

- Either paid the deposit into an authorised tenancy deposit scheme or have returned the deposit <https://www.gov.uk/tenancy-deposit-protection>
- Registered their property on the Private Rented Sector Database (once it is set up).

Transitionary period for section 21 notices

If a valid Section 21 notice has been issued before 1 May 2026 and the claimant has asked the court to issue the claim form for possession proceedings, but the possession proceedings have not begun or concluded, the Section 21 notice will remain valid until possession proceedings are concluded.

NB: The tenancy remains an assured shorthold tenancy and does not change until the Section 21 notice ceases to have effect.

If possession proceedings have not been requested, the landlord must ask the court to issue a claim for possession within six months of the notice being given to the tenant (or within three months of 1 May 2026 if that is sooner).

If the notice specifies that the landlord has over two months to ask the court to issue a claim for possession after handing the notice to the tenant, then they have a maximum of four months (or three months from 1 May 2026) to issue a claim, regardless of whether the notice specified a longer time.

The Renters' Rights Act introduces new grounds for possession for the private landlord and amends the key rent arrears ground. It also extends the notice period for many key grounds.

Mandatory grounds for possession

| Ground | Summary | Notice Period |
|---|--|---------------|
| 1 - Occupation by landlord or family (widened) | The landlord or their close family member wishes to move into the property. Cannot be used for the first 12 months of a new tenancy. | 4 months |
| 1A Sale of property-house (new ground) | The landlord wishes to sell the property. Cannot be used for the first 12 months of a new tenancy, and the landlord cannot re-let the property for 12 months after using this ground. Shared owners of leasehold properties are exempt from the restrictions on re-letting the property. Further guidance will be issued. | 4 months |
| 1B Sale of property-house under rent-to-buy (new ground) | The landlord is a private registered provider of social housing and they are seeking to provide the property to another person and the assured tenancy was entered into pursuant to a rent-to-buy agreement | 4 months |
| 2 Sale by mortgagee (amended) | The property is subject to a mortgage and the lender exercises a power of sale requiring vacant possession. | 4 months |
| 2ZA Possession when superior lease ends (new ground) | The landlord's lease is under a superior tenancy that is ending. Can only be used by private registered providers of social housing, agricultural landlords, a person who held the dwelling for the purposes of making it supported accommodation or a company majority owned by a local authority. | 4 months |
| 2ZB Possession when superior lease ends (new ground) | The landlord's lease is under a superior tenancy that is coming to an end or has ended. Can only be used if the superior lease was for a fixed term of over 21 years. | 4 months |
| 2ZC Possession by superior landlord (new ground) | After a superior tenancy ends, the superior landlord becomes the tenant's direct landlord and seeks to take possession. Can only be used where the intermediate landlord prior to reversion was a private registered provider of social housing, agricultural landlord, a person who held the dwelling for the purposes of making it supported accommodation or a company majority owned by a local authority. | 4 months |
| 2ZD Possession by superior landlord (new ground) | After a superior tenancy ends, the superior landlord becomes the tenant's direct landlord and seeks to take possession. Can only be used where the superior lease was for a fixed period of over 21 years and has expired, or within a 12-month period of the fixed term expiry date, if the fixed term has been ended early. Or if the superior tenancy comes to an end after the expiry of the fixed term as a result of a valid notice. | 4 months |

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|---|--|----------|
| 4 Student accommodation (amended) | In the 12 months prior to the start of the tenancy, the property was let to students. Can only be used by specified educational establishments. | 2 weeks |
| 4A Properties rented to students for occupation by new students (new ground) | A property is let to full-time students and is required for a new group of students in line with the academic year. This ground cannot be used if the tenancy was agreed more than six months in advance of the tenancy starting. | 4 months |
| 5 Ministers of religion (amended) | The property is held for use by a minister of religion to perform the duties of their office and is required for occupation by a minister of religion. | 2 months |
| 5A Occupation by agricultural worker (new ground) | <p>The landlord requires possession to house someone who will be employed by them as an agricultural worker.</p> <p>This applies to agricultural workers regardless of their employment status, e.g. employee, worker or self-employed.</p> | 2 months |
| 5B Occupation by person who meets employment requirements (new ground) | A private registered provider of social housing holds the property for use by tenants meeting requirements connected with their employment and it is required for that purpose (and the current tenant does not fulfil those requirements). | 2 months |
| 5C End of employment by the landlord (amended, previously ground 16 (expanded)) | <p>The property was let as a result of the tenant's employment by the landlord and the employment has come to an end OR the tenancy was not meant to last the duration of the employment and the property is required by a new employee.</p> <p>This can also be used by police forces to take possession of a tenancy granted to an officer when the tenancy is no longer required.</p> | 2 months |
| 5D End of employment requirements (new ground) | A private registered provider of social housing, included an employment requirement in the tenancy agreement that the tenant no longer fulfils (e.g., key worker). | 2 months |
| 5E Occupation as supported accommodation (new ground) | The property is held for use as supported accommodation and the current tenant did not enter the tenancy for the purpose of receiving care, support or supervision. | 4 weeks |
| 5F Property-house occupied as supported accommodation (new ground) | The tenancy is for supported accommodation and one of the circumstances set out in the ground, making the accommodation no longer viable or suitable for that tenant, has occurred. | 4 weeks |
| 5G Tenancy granted for homelessness duty (new ground) | The property has been used as temporary accommodation for a homeless household, under s193 of the Housing Act 1996, and a local housing authority has notified the landlord that the tenancy is no longer required for that purpose. The landlord can only use this ground if within 12 months of the date of the notice from the local housing authority. | 4 weeks |

| | | |
|--|--|---|
| 5H Occupation as 'stepping stone accommodation' (new ground) | A registered provider of social housing or a charity lets to a tenant meeting eligibility criteria (e.g., under a certain age and no higher than 80% market rent), to help them access the private rented sector and/or transition to living independently, and the tenant no longer meets the eligibility criteria, or a limited period has come to an end. | 2 months |
| 6 Redevelopment (amended) | The landlord wishes to demolish or substantially redevelop the property which cannot be done with the tenant in situ. Various time limits and/or notice requirements exist for this ground depending on the circumstances. The landlord and tenancy must be of the kind listed in the table. A relevant social landlord who intends to carry out redevelopment work and seeks possession on Ground 6 either through case A or B will need to provide alternative accommodation that meets specific conditions set out in case A or B and is either available or will be available when an order for possession takes effect. | 4 months |
| 6A Decant Accommodation (new) | The tenant has been provided with alternative accommodation by a relevant social landlord while redevelopment affecting the tenant's original home is carried out. | 4 months |
| 6B Compliance with enforcement action | The landlord is subject to enforcement action and needs to regain possession to become compliant. Under this ground, the court will be allowed to require the landlord to pay compensation to the tenant when ordering possession. | 4 months |
| 7 Death of tenant (amended) | The tenancy was passed on by will or intestacy. Possession proceedings must begin no later than 12 months after death or, if the court directs, after the date on which the landlord became aware of the death. This cannot be used if a new tenant inherits the tenancy as is still residing in the property. | 2 months |
| 7A Severe ASB / criminal damage | The tenant has been convicted of a type of offence listed in the ground, has breached a relevant order put in place to prevent anti-social behaviour or there is a closure order in place prohibiting access for a continuous period of more than 48 hours. | Landlords can begin proceedings immediately |
| 7B No right to rent | At least one of the tenants has no right to rent under immigration law as a result of their immigration status and the Secretary of State has given notice to the landlord of this. | 2 weeks |
| 8 Rent arrears (amended) | The tenant has at least three months' (or 13 weeks' if rent is paid weekly or fortnightly) rent arrears both at the time notice is served and at the time of the possession hearing. | 4 weeks (increased from 2 months and up from 2 weeks) |

Discretionary grounds for possession

| Ground | Summary | Notice Period |
|--|---|---|
| 9 Suitable alternative accommodation | Suitable alternative accommodation is available for the tenant | 2 months |
| 10 Any rent arrears | The tenant is in any amount of arrears | 4 weeks |
| 11 Persistent arrears | The tenant has persistently delayed paying their rent, | 4 weeks |
| 12 Breach of tenancy | The tenant is guilty of breaching one of the terms of their tenancy agreement (other than the paying of rent). | 2 weeks |
| 13 Deterioration of property | The tenant has caused the condition of the property to deteriorate. | 2 weeks |
| 14 Anti-social behaviour (amended) | The tenant or anyone living in or visiting the property has been guilty of behaviour causing, or likely to cause, nuisance or annoyance to the landlord, a person employed in connection with housing management functions, or anyone living in, visiting or in the locality of the property. Or the tenant or a person living or visiting the property has been convicted of using the premises for illegal/immoral purposes or has been convicted of an indictable offence in the locality. | Landlords can begin proceedings immediately |
| 14A Domestic Abuse | A social landlord wishes to evict the perpetrator of domestic violence if the partner has fled and is unlikely to return. | 2 weeks |
| 14ZA Rioting | The tenant or another adult living at the property has been convicted of an indictable offence which took place at a riot in the UK. | 2 weeks |
| 15 Deterioration of furniture | The tenant has caused the condition of the furniture to deteriorate. | 2 weeks |
| 17 False statement | The tenancy was granted due to a false statement made knowingly or recklessly by the tenant or someone acting on their instigation. | 2 weeks |
| 18 Supported accommodation (new ground) | The tenancy is for supported accommodation, and the tenant is refusing to engage with the support. | 4 weeks |

Spotlight: New ground for possession of properties occupied by students

The new ground 4A will allow landlords to recover possession of a House in Multiple Occupation (HMO) let to full-time students.

Landlords must serve four months' notice, which can only expire between 1 June and 30 September each year, to re-let the property to a new group of full-time students (or people the landlord reasonably believes will become full-time students during the tenancy).

If the property is let on a joint tenancy, each tenant must be a full-time student when the tenancy is entered, or the landlord must reasonably believe they will become full-time students during the tenancy at that point, for the ground to be relied upon.

If there are individual tenancies between the landlord and each tenant within an HMO, only tenants who meet the student criteria can be evicted.

NB: Students are defined as full-time students receiving education from a higher education institution as covered by the Education Reform Act 1988.

Before the tenancy is entered into, landlords will be required to provide written notice of their intention to use ground 4A on the basis that the current tenants are full-time students (or the landlord reasonably believes they will become so during the tenancy), and the landlord intends to relet the property to new full-time students.

NB: Unless a written notice is provided, landlords will not be able to regain possession using ground 4A.

Private purpose-built student accommodation is exempt from the assured tenancy system in the same way that university-managed student accommodation is, providing the landlord is a member of a government-approved code of practice.

Spotlight: Anti-social behaviour grounds

Landlords can begin court proceedings under anti-social behaviour grounds (7A and 14) immediately, although a court cannot make an order for possession until at least 14 days after the landlord has given notice to the tenant.

If the court has used its power to continue a Section 8 notice, the 14 days will begin either from the date on which any claimed notice was served (if the court thinks that is fair in the circumstances) or from the date on which the possession proceedings began.

Under the Housing Act 1988, judges must give specific consideration to the impact anti-social behaviour has had on victims, any continuing effect of the behaviour, and any effect the behaviour would have if it were repeated.

The Renters' Rights Act amends the Housing Act 1988, so judges are required to specifically consider whether the person against whom the eviction order is sought has engaged with attempts by the landlord to resolve the behaviour.

Where the tenant is occupying an HMO, judges are also required to consider whether the perpetrator has engaged with attempts by the landlord to resolve the behaviour, and the effect on other tenants who share the accommodation or facilities with that person.

NB: HMO has the same meaning as in Part 2 of the Housing Act 2004:

- a building or flat in which two or more households share a basic amenity, such as a bathroom, toilet or cooking facilities (the standard test or the self-contained flat test).
- a building that has been converted and does not entirely comprise self-contained flats (the converted building test).
- a building that is declared an HMO by the local authority.
- a converted block of flats where the standard of the conversion does not meet the relevant building standards and fewer than two-thirds of the flats are owner-occupied (a section 257 HMO).

Further information

Renters' Rights Act 2025

<https://www.legislation.gov.uk/ukpga/2025/26/contents>

Housing Act 2004

<https://www.legislation.gov.uk/ukpga/2004/34/contents>

Tenancy Deposit Requirements

Context

In England, under the Housing Act 2004, landlords must keep a tenant's deposit safe using a UK Government-approved tenancy deposit protection scheme if both of the following apply:

- using an assured shorthold tenancy (AST).
- the landlord took the tenant's deposit on or after 6 April 2007.

To support enforcement of deposit requirements, demonstrating compliance with tenancy deposit rules is linked to landlords being able to proceed with a Section 21 notice.

The Changes

The Renters' Rights Act amends the Housing Act 2004 to continue the requirement for deposits to be protected for new assured tenancies and tenancies that were assured shorthold tenancies immediately before 1 May 2026.

NB: The Renters' Rights Act maintains the current position that a deposit does not need to be protected if the relevant periodic assured shorthold tenancy was created before 6 April 2007.

What does this mean?

Landlords who take a deposit for an assured tenancy must ensure it is appropriately protected before a court will award possession.

NB: There is an exception for possession orders made on Grounds 7A or Ground 14, so that possession

can be awarded using these grounds even if the deposit is not properly protected.

What else do you need to know?

Where a tenancy deposit has been paid in connection with an assured tenancy, the following conditions must be met for a court to award possession:

- Landlords have protected the deposit in one of the authorised tenancy deposit schemes.
- Landlords have complied with any requirements of the scheme that applied when the deposit was lodged.
- Landlords have complied with the requirements to give tenants certain information in respect of the deposit within the prescribed timeframe.

NB: Under the awarding of possession process, these conditions are disapplied if the tenancy deposit has been returned to the tenant in full or with such deductions as are agreed between the landlord and tenant, or an application to the county court has been made and has been determined by the court, withdrawn, or settled by agreement between the parties.

The Renters' Rights Act prevents the granting of a possession order by a court where a landlord has taken an unlawful deposit until the unlawful deposit has been returned.

Tenant Fees

Context

The Tenant Fees Act bans most letting fees and caps tenancy deposits paid by tenants in the private rented sector in England. The ban on tenant fees applies to new or renewed tenancy agreements signed on or after 1 June 2019.

The Changes

The Renters' Rights Act abolishes assured shorthold tenancies, so any references in the Tenant Fees Act 2019 are updated in order that its various financial protections continue to be given to renters.

What does this mean?

References to an assured shorthold tenancy in the Tenant Fees Act 2019 have been replaced with assured tenancy, and the definition of a 'long lease' has been removed.

NB: Assured tenancies cannot be granted for periods of over seven years, so protections previously afforded to long-leaseholders of between seven and 21 years are no longer necessary.

What else do you need to know?

The Local Government Finance Act 1992 is amended for the purpose of determining who pays Council Tax, so it will include a tenancy that is, or was previously, an assured tenancy under the Housing Act 1988.

This means that tenants with an assured tenancy, or a tenancy that was previously an assured tenancy, will be considered to hold or to have held a 'material interest' in the property for the purposes of paying Council Tax.

NB: This will ensure tenants are liable for Council Tax for the duration of the tenancy, including until the end of the notice period if they serve notice to end the tenancy.

Further information

Tenant Fees Act 2019

<https://www.legislation.gov.uk/ukpga/2019/4/contents>

Local Government Finance Act 1992

<https://www.legislation.gov.uk/ukpga/1992/14/contents>

Statutory procedure for increases of rent

The Renters' Rights Act amends the Housing Act 1988 so that issuing a section 13 notice using a template form (to be published on GOV.UK) will be the only valid way that a private landlord can increase the rent.

Landlords will only be able to increase the rent once a year, and the notice period for a rent increase will increase from one month to two months. The new rent must reflect market rates. Landlords cannot increase the rent in the first year of the tenancy.

If the tenant accepts the proposed rent increase, they will need to pay the new amount on the next rent day.

NB: The new rent amount will take effect two months after a Section 13 notice is issued, if it is not challenged by the tenant in the First-tier Tribunal (FTT), or if the landlord and the tenant agree on a different variation of rent. This variation must be lower than the rent proposed in the notice, or the landlord and tenant can agree that the rent should not be varied.

Eligibility

From 1 May 2026, 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.

Challenging unreasonable rent increases

If the tenant thinks the rent increase is above market rate, they will be able to challenge the notice free of charge at the FTT, which will have the power to reduce the rent if it is above the market value.

NB: Tenants must do this before the starting date of the proposed new rent, and tenants should notify their landlord that they are doing so.

The Secretary of State has the power to make regulations that would backdate when tenants would have to pay the increase. This is designed to stop tenants from challenging every increase with the hope that it would delay when they first pay the rent increase.

In cases of undue hardship, the FTT will have the power to defer rent increases by up to a further two months.

NB: Undue hardship is often taken to relate to the financial impact of a decision, but it can be subjective with other factors taken into account.

The new rent determined by the tribunal must be the lower of the market rent or the landlord's proposed rent.

NB: Tenants can challenge the amount of rent as being above market rent within the first six months of signing the new tenancy agreement.

First-Tier Tribunal

The FTT has experts who understand the different factors which result in the open market rent and are experienced in 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 FTT when determining rents. When considering the proposed rent, the FTT 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 FTT to decide in each case.

Tenants can also challenge the validity of a Section 13 notice in the FTT (for example, if a landlord gave insufficient notice of the rent increase, rather than because the tenant considered the rent to be excessive), instead of in the county court.

Further information

First Tier Tribunal

<https://www.judiciary.uk/courts-and-tribunals/tribunals/first-tier-tribunal/property-chamber/>

Rent in advance

The changes

The legislation amends the Tenant Fees Act 2019 to prevent landlords or letting agents from requiring or accepting any payment of rent in advance of the tenancy being entered into. Any terms used in a signed tenancy agreement referring to rent that is due in advance would have no effect.

NB: The Tenant Fees Act 2019 sets out a list of permitted payments that a landlord or letting agent may require in connection with a tenancy. A payment that is not on the list is a prohibited payment. The Renters' Rights Act amends the list to make a payment of rent under an assured tenancy a prohibited payment where it is payable before a tenancy is entered into.

Letting agents must not:

- Invite or encourage a prospective tenant to make a prohibited pre-tenancy payment of rent (more than one month's rent) to the landlord or a third-party in connection with an assured tenancy.
- Accept an offer from a prospective tenant to make a prohibited pre-tenancy payment of rent (more than one month's rent) to the letting agent or a third party in connection with an assured tenancy
- Accept from a prospective tenant or a third party a prohibited pre-tenancy payment of rent (more than one month's rent) in connection with an assured tenancy.

NB: 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 commencement.

The legislation will also amend the Housing Act 1988 to provide 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.

NB: The ban on rent payments in advance only applies to tenancies signed on or after 1 May 2026.

Eligibility

Restrictions on rent in advance will apply from 1 May 2026 to all assured tenancies in England, except tenancies of social housing or tenancies created to allow local councils to discharge their homelessness duties.

Enforcement

Local councils will have the power to require landlords to repay a prohibited payment of rent in advance to the tenant and to impose a civil penalty on landlords, and anyone acting directly or indirectly on their behalf, of up to £7,000 for breaches.

NB: 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 before the rent due date should they wish to do so. This maintains flexibility for tenants to manage their tenancies in the way that best suits them. A landlord will not be able to require a tenant to pay their rent before it is due.

Right to request permission to keep a pet

The changes

It will be an implied term of every assured tenancy that a tenant may keep a pet with the landlord's consent unless the landlord reasonably refuses. The tenant's request must be made in writing and include a description of the pet sought.

NB: Pet means an animal kept by a person mainly for personal interest, companionship or ornamental purposes.

NB: It is reasonable for a landlord to refuse where accepting a pet would breach an agreement with a superior landlord (freeholder), and for example, part of a lease agreement or where consent is required, and the landlord has taken reasonable steps to obtain that consent, but the superior landlord has not given it.

Landlords will be required to fully consider all requests on a case-by-case basis. A landlord must respond (give or refuse consent) to a written request from the tenant within 28 days.

Where the landlord requests further information from the tenant about the pet on or before the twenty-eighth day after the date of the tenant's request, and the tenant provides that information, the landlord may delay giving or refusing consent until the seventh day after the date on which the tenant provides any further information that the landlord requests. If the tenant does not provide that information, the landlord is not required to give or refuse consent.

NB: Where the landlord and the tenant agree that the landlord may delay giving or refusing consent, the landlord may delay until whatever date is agreed between the landlord and the tenant.

Where a tenant feels that a landlord has unreasonably refused their request, they will be able to escalate their complaint to the Private Rented Sector Ombudsman, or they could take the case to court. A final decision will be based on the evidence provided by both parties.

Eligibility

From 1 May 2026, private rented sector landlords in England must consider tenant requests to rent with a pet within an initial 28 days and provide valid reasons if they refuse it.

Duty of the landlord and letting agents to give statement of terms

The changes

All tenancies will need to have a written tenancy agreement that includes specific information. Landlords won't need to change or re-issue existing written tenancy agreements. Instead, they will need to provide tenants with a copy of a UK Government-produced information sheet, explaining how the reforms may have affected the tenancy.

All new tenancy agreements created after 1 May 2026 will need to contain specific information that will be set out by the government in secondary legislation.

NB: If an existing tenancy doesn't have a written tenancy agreement – because it is based on a verbal agreement - landlords will need to provide a written document that covers the required information.

Eligibility

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. The details of what information landlords must provide will be set out in secondary legislation, and a draft will be published in January 2026.

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.

NB: Landlords and letting agents are responsible for providing tenants with information in writing regarding the changes made by the Act. This must be done within a month of the Act commencing on 1 May 2026.

Further information

UK Government roadmap for implementing the Renters' Rights Act 2025

<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>

Discrimination in the rental market: England

The changes

The Renters' Rights Act takes direct action to address rental discrimination practices in the private rented sector.

Discrimination relating to children

The Act prohibits discriminatory bans and restrictions on the letting of private rented sector properties on the basis that a child would live with or visit a person at the property.

This includes:

- Enquiring whether the property is available for let.
- Accessing information about the property.
- Viewing the property to consider whether to seek to rent it or enter into a tenancy
- Applying any measures to make people who would have a child live with or visit them at the property, if it were their home, less likely to enter into a tenancy of the property than people who would not.

The ban applies to all assured tenancies other than when in connection with social housing or supported accommodation, and in relation to all relevant discrimination, including that which targets a specific subset of 'child', such as those in fostering arrangements.

NB: Child means a person under the age of 18.

Under the legislation, it is for letting agents to consider whether excluding prospective tenants (someone seeking to find a property to rent) with children represents a proportionate means of achieving a legitimate aim, and landlords would need to be able to evidence their decision on a case-by-case basis.

NB: For example, a one-bedroom flat might be suitable for a mother with a baby but not for a parent with two teenage children, where this level of occupancy would mean that rules on overcrowding were breached.

Discrimination relating to benefits status

Letting agents and landlords must not discriminate against anyone who is or may be a benefits claimant.

This includes:

- Enquiring whether the property is available for let.
- Accessing information about the property.
- Viewing the property to consider whether to seek to rent it or entering into a tenancy of the property.
- Applying any criteria or practice to make benefits claimants less likely to enter into a tenancy of the property than people who are not benefits claimants.

NB: Benefits claimant means a person who is:

- **Entitled to payments (including payments made directly to a landlord) under or by virtue of the Social Security Contributions and Benefits Act 1992 or the Welfare Reform Act 2012.**

- Entitled to payments (including payments made directly to a landlord) under or by virtue of the Jobseekers Act 1995, the State Pension Credit Act 2002, the Tax Credits Act 2002, the Welfare Reform Act 2007 or the Pensions Act 2014.
- In receipt of a reduction in the amount of council tax payable in respect of the person's current home under a scheme made by a billing authority relating to the Local Government Finance Act 1992.
- Entitled to a reduction in the amount of council tax payable in respect of the property in question under a scheme made by the billing authority in whose area the property is located in relation to the Local Government Finance Act 1992, if the person were to rent the property on a relevant tenancy, and if an application is a precondition of entitlement, apply to the billing authority for a reduction under the scheme.

Terms in superior leases relating to children or benefits status

A superior landlord may only include restrictive terms on letting to those with children if it is a proportionate means of achieving a legitimate aim.

Terms in mortgages relating to children or benefits status

The measures extend to terms in mortgages and superior agreements which restrict the letting of a property to private renters without children or who receive benefits are of no effect, preventing any breach of contract where a landlord fails to fulfil them.

Terms in insurance contracts relating to children or benefits status

Existing insurance contracts that begin before the legislation comes into force will be exempt from the provisions until the insurance contract comes to an end or is renewed

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. They will be able to do this based on affordability, but not on the basis that the prospective tenant has children or is in receipt of benefits.

NB: The Secretary of State has the power to protect others under the legislation and extend rental discrimination measures to additional groups in England in future, if deemed necessary, for example, care leavers or prison leavers and those with a history of offending.

Enforcement

Local councils can impose civil penalties on landlords and anyone acting directly or indirectly on their behalf, up to £7,000 for breaches. Those issued with a financial penalty will be able to appeal the penalty at the First-tier Tribunal.

NB: Landlords and letting agents can receive multiple penalties for continued and repeated breaches.

Prospective tenants (someone seeking to find a property to rent) will be able to pursue a breach through their local council or through the courts and seek redress through the new Private Rented Sector Ombudsman and letting agent redress schemes.

Eligibility

From 1 May 2026, letting agents and landlords 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.

Requirement to state rent and to avoid rental bidding

The changes

A letting agent must not advertise in writing, or otherwise offer in writing, a property to let unless:

- There is a specific amount of rent (proposed rent).

And

- The advertisement or offer states the proposed amount.

NB: This does not apply to a sign displayed at the property, or at premises in which the property is situated, which simply advertises that the property is to let.

Letting agents and landlords must not:

- Invite or encourage any person to offer to pay an amount of rent under the proposed letting that exceeds the stated rent.

Or

- Accept an offer from any person to pay an amount of rent under the proposed letting that exceeds the stated rent.

NB: This means that landlords and letting agents cannot accept an offer of rent above that which the landlord or letting agent has stated in a written advertisement or written offer.

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 before the rent due date, should they wish to do so, but a landlord will not be able to require a tenant to pay their rent before it is due.

Eligibility

From 1 May 2026, letting agents and landlords will not be able to ask for, encourage, or accept an offer that is higher than the advertised rent. Letting agents and landlords will also not be able to request more than one month's rent in advance.

NB: Restrictions on rent in advance will apply to all assured tenancies in England, except tenancies of social housing or tenancies created to allow local councils to discharge their homelessness duties.

Enforcement

If a local authority finds on a balance of probabilities that a landlord or a letting agent has breached these obligations, they may be fined up to £7,000.

Landlords and letting agents can receive multiple civil penalties for continued and repeated breaches.

Tenants will be able to pursue a breach through their local council and seek redress through the new Private Rented Sector Ombudsman and letting agent redress schemes.

Landlord Redress Schemes

The changes

The legislation gives the Secretary of State power to make regulations requiring a residential landlord (including those who use a letting agent or a managing agent who is a member of a redress scheme) to be a member of a new Private Rented Sector Landlord Ombudsman Service.

NB: Residential landlord means the landlord under a relevant tenancy (an assured tenancy within the meaning of the 1988 Act, or a regulated tenancy within the meaning of the Rent Act 1977) of a property in England that is not social housing.

A landlord redress scheme means a scheme which: Provides for a complaint made by or on behalf of a prospective, current or former residential tenant against a member of the scheme to be independently investigated and determined by an independent individual free of charge and by a scheme approved and designated by the Secretary of State and or administered by or on behalf of the Secretary of State.

NB: prospective residential tenant means anyone who offers to become a residential tenant of a property that is marketed for the purpose of creating a residential tenancy, or with a view to deciding whether to become a residential tenant of a property that is marketed as well as requests FOR information about the property from a person marketing it, or visits or requests to visit such a property by arrangement with a person marketing it.

Landlords will need to be a member of a landlord redress scheme before, during and after (for a period to be specified in regulations) a property is marketed for the purpose of creating a residential tenancy under which that person will be a residential landlord.

NB: Following the implementation of the Building Safety Act 2022, through the Renters' Rights Act the Building Safety Regulator and the administrator of any landlord redress scheme must cooperate regarding the exercise of any building function of the regulator and any function of the administrator relating to the scheme.

Landlords will likely be required to pay a small annual fee per property. The Private Rented Sector Landlord Ombudsman Service will set this fee based on the costs of operating an effective service, and we will work with them to make sure it is proportionate and good value.

Redress of the following types to the complainant can be determined by the scheme:

- Provide information.
- Take remedial action.
- Providing an apology or explanation.
- Paying compensation.

Landlords and agents will remain responsible for their own actions and behaviours, as well as the respective services they have agreed and are legally bound to provide to tenants. Tenants and landlords will still be able to complain about agents and receive redress through the existing agent redress schemes.

Enforcement

Local authorities may fine landlords with civil penalties of up to £7,000 for initial breaches and up to £40,000 or criminal prosecution for continuing or repeated breaches. This includes landlords failing to join the Private Rented Sector Landlord Ombudsman Service and letting agents who market a property where the landlord is not registered.

The legislation gives the First-Tier Tribunal the right to award a rent repayment order for “continuing or repeat breaches” of the Private Rented Sector Landlord Ombudsman Service.

Landlords will be legally obliged to comply with the Private Rented Sector Landlord Ombudsman Service’s decisions, and failure to comply is subject to local council enforcement action. Failure to comply may result in a landlord being expelled from the scheme.

Timetable

Regulations introducing a Private Rented Sector Landlord Ombudsman Service will be introduced as soon as possible following Royal Assent, with the requirement for landlords to be members of the new service expected in 2028.

Further information

Building Safety Act 2022: <https://www.legislation.gov.uk/ukpga/2022/30/contents>

Private Rented Sector Database

The changes

The Act allows for regulations to be introduced to set up an online public PRS Database, which landlords will be legally obliged to register both themselves with and the properties they let.

The operator of the Database must maintain entries on:

- Existing or prospective residential landlords and details of any other persons involved in the ownership or management of the property.
- Properties which are, or intend to be, let under a residential tenancy.
- Residential landlords that have received a Banning Order or received a conviction or financial penalty in relation to a relevant Banning Order offence or received other regulatory convictions such as improvement notices.

NB: For landlords who are unable to register online, the Database operator must provide alternative offline ways for registrations to be processed will be provided.

The Database operator means the Secretary of State, or a person whom the Secretary of State has arranged to be the Database operator. The regulations that the operator will be able to:

- Provide for how, and by whom, a landlord or property entry is to be made.
- Requirements to keep active entries up to date.
- Circumstances in which active entries become inactive (e.g. if the landlord has sold the property or if it is no longer being let).

- Require relevant property information to be provided that must be kept up to date, which may, at a later date, be used to enforce certain property standards
- Verify, correct and remove entries.
- Require information or documents to be provided (e.g. gas safety certificates and Electrical Installation Condition Reports).
- Impose other requirements, including requirements for the payment of fees.
- Timescales on complying with entry requirements to the Database (this cannot exceed 28 days from the day on which an entry is made).

NB: Inactive entries will be archived for five years, after which they will be deleted from the database.

The Database operator must ensure that local housing authorities can edit the Database and that access to information is given to enforcement bodies.

The Database operator must also publish advice and information to landlords and tenants and report to the Secretary of State about the performance of the Database.

NB: Landlords will be required to pay to register on the Database, including additional charges for late registration. The fee will be based on costs to establish, operate and enforce the requirements of the Database.

The Restrictions on marketing, advertising, and letting property

Letting agents will be expected to check if a landlord and property are correctly registered on the database before they market a property for let.

Property agents will face penalties if they advertise or market residential properties for rent which are not registered.

NB: Information providers (newspaper or an online platform) are not required to ascertain if a property is registered on the database. Therefore, they are not penalised for distributing information or providing communication about letting residential properties, nor are they considered to be engaging in lettings agency work.

Unique Identifiers

The Database operator must allocate a unique identifier (a sequence of letters and/or numbers) to each landlord and property with an entry on the Database.

Any written advertisement for a property as available for rent must include the unique identifiers which are allocated to the landlord and property upon registration.

NB: A landlord may create a registration entry for themselves and then make 50 registration entries for each property in their portfolio. The landlord would have their unique landlord identifier and 50 unique property identifiers, each distinguishable from one another and other entries on the database.

Enforcement

Landlords in breach of the duty to register on the Database will not be able to get a possession order, except if the ground under which possession is sought is ground 7A or ground 14 (tenant anti-social behaviour).

Local councils will be able to take enforcement action against private landlords who fail to join the PRS Database. If a landlord lets or advertises a property without it first being registered on the database, they can be issued with a civil penalty of up to £7,000 by the local council.

If a landlord repeatedly breaches the requirement, or if they commit a serious offence such as providing fraudulent information to the database, they may be issued with a civil penalty of up to £40,000 or could face criminal prosecution.

NB: The UK Government intend for the Private Rented Sector Database to replace the functionality of the Database of Rogue Landlords and Property Agents relating to private sector landlords.

Timetable

The Database is currently undergoing digital development, and roll out of the Database is set to commence from late 2026.

Decent Homes Standard

The changes

The legislation will amend the Housing Act 2004 to include a new system for assessing housing conditions and enforcing housing standards. There will be standards for all homes let under assured tenancies and privately rented supported housing occupied under tenancies and licenses, but also additional requirements for some rented properties.

NB: It is understood that certain qualifying property would need to meet additional standards beyond that which all properties would need to under the Decent Homes Standard. This includes HMOs, properties that are built or adapted for the use of an HMO but are only currently being occupied by people who form a single household and student accommodation that does not qualify as an HMO.

The Secretary of State has the power to specify requirements to be met by rented properties through regulations, including:

- The state of repair of the premises
- Things to be provided for use by, or for the safety, security or comfort of, persons occupying the premises.
- The means of keeping the premises at a suitable temperature.

NB: The Secretary of State also has the power to set which properties would qualify for the need to meet different additional requirements within the Decent Homes Standard. This includes a need to review the quality of homes owned by the Ministry of Defence every year.

The local authority will have the power to inspect a property to determine whether any category 1 or category 2 hazard under the Housing Health and Safety Rating System (HHSRS) exists on the premises and whether the property meets the requirements set out in the Decent Homes Standard regulations.

Enforcement

If a privately rented property fails to meet the Decent Homes Standard requirements, the local council will have a range of enforcement mechanisms available. This includes, for example, issuing an improvement notice requiring the landlord to remedy the failure within a specified timescale.

Landlords who fail to comply with the enforcement action can be subject to a civil penalty or criminal prosecution. If such an offence is committed, the tenant or local council can also apply to the First-tier

Tribunal for a rent repayment order. For landlords who fail to take reasonably practicable steps to keep their properties free of serious hazards, local councils will also have a new power to issue civil penalties of up to £7,000.

Timetable

Between 2 July 2025 and 10 September 2025, the UK Government consulted on a reformed Decent Homes Standard that will establish the minimum housing standards that tenants in both social and private rented sectors can expect from their landlords.

Further information

UK Government consultation on a reformed Decent Homes Standard for social and privately rented homes

<https://www.gov.uk/government/consultations/consultation-on-a-reformed-decent-homes-standard-for-social-and-privately-rented-homes>

Housing Health and Safety Rating System (HHSRS)

<https://www.gov.uk/government/collections/housing-health-and-safety-rating-system-hhsrs-guidance>

Housing Act 2004

<https://www.legislation.gov.uk/ukpga/2004/34/contents>

Awaab's Law

Following the tragic death of two-year-old Awaab Ishak due to prolonged exposure to mould in his social rented home, 'Awaab's Law' was introduced for social housing through the Social Housing (Regulation) Act 2023.

The changes that the Act will introduce include:

- Strengthening the Regulator of Social Housing to carry out regular inspections of the largest social housing providers and to have the power to issue unlimited fines to rogue social landlords.
- Additional Housing Ombudsman powers to publish best practice guidance to landlords following investigations into tenant complaints.
- Powers to set strict time limits for social landlords to address hazards such as damp and mould (Awaab's Law).
- New qualification requirements for social housing managers.

The changes

The Renters' Rights Act will extend Awaab's Law to privately rented homes and introduce new requirements requiring private rented sector landlords to address hazards, such as damp and mould, within a specified period.

In line with the approach taken for social housing, Awaab's Law will impose terms into private rented sector tenancy agreements. This means all private landlords will have to meet Awaab's Law requirements – for example, on timescales for dealing with hazards such as damp and mould – when these are set out in regulations.

Enforcement

If landlords fail to comply, tenants will be able to challenge them through the courts for breach of contract. If the court finds the landlord in breach, it will be able to order the landlord to take appropriate action and/or pay compensation.

Tenants can also complain to their landlord and, if they are not satisfied with the response, this could then be escalated to the new Private Rented Sector Landlord Ombudsman.

Timetable

In July 2025, the Ministry for Housing, Communities and Local Government consulted on introducing the Decent Homes Standard to the PRS. While damp and mold formed part of the consultation, introducing Awaab's Law into the PRS will be considered through an additional separate consultation. It is expected that this consultation will be published in 2026.

Further information

Social Housing (Regulation) Act 2023: <https://www.legislation.gov.uk/ukpga/2023/36>

Awaab's Law: Guidance for social landlords
<https://www.gov.uk/government/publications/awaabs-law-guidance-for-social-landlords>

Financial penalties and offences

The Changes

Under the Renters' Rights Act, local housing authorities will be able to issue civil penalties against landlords who evict their tenants illegally.

NB: Local housing authority means a district council, a county council in England for an area for which there is no district council, a London borough council, the Common Council of the City of London (in its capacity as a local authority) or the Council of the Isles of Scilly.

First or minor non-compliance will incur a civil penalty of up to £7,000, and serious or repeat non-compliance a civil penalty of up to £40,000.

For serious and repeated non-compliance, local councils will alternatively be able to pursue a criminal prosecution with an unlimited fine.

Impact

Local authorities will need to be satisfied beyond a reasonable doubt that a breach or offence has taken place before they take action. They will need to gather evidence and give landlords and letting agents notice that they will issue a fine.

NB: Anyone receiving a notice will then have 28 days from the day the notice is issued to make written representations. After this, the local authority will be able to decide whether to issue a final notice.

If a local authority issues a final notice, an appeal can be done via the First-tier Tribunal against either:

- the decision to issue the fine
- the amount of the fine

Appeals will need to be done within 28 days from the day the final notice is issued.

New investigatory powers

The Renters' Rights Act introduces new investigatory powers to help to support local authorities tackle unscrupulous landlords.

Local councils also have a range of new investigatory powers which will allow them to enforce the legislation.

This includes powers to:

- Require information from relevant persons and any persons.
- Require financial information from landlords and third parties such as banks, accountants and client money protection schemes.
- Enter business and residential premises.

NB: The power for local housing authorities to enter business premises of landlords can be carried out at any reasonable time without a warrant to gather evidence of suspected non-compliance, such as tenancy agreements, bank statements or letters. This is a similar power to that provided in the Consumer Rights Act 2015, which applies to estate and letting agents.

Local authorities would not be required to give 24 hours' notice to the owner or landlord before entering the premises without a warrant. They would have to provide the notice within 24 hours of entering the premises. Tenants and occupiers would still have to be notified.

Uncooperative or misleading behaviour will be penalised with a fine not exceeding £1,000 or for the more severe offence of falsely claiming to be a housing officer, for which the fine is unlimited.

NB: These powers come into force from 27 December 2025.

The Act gives the Secretary of State the power to appoint a lead enforcement authority, or lead enforcement authorities, for the purpose of enforcing the measures contained in the Renter's Rights Act.

A lead enforcement authority's functions will include providing guidance, information and advice to local housing authorities about how to exercise their functions under the legislation, helping the provisions to be enforced in a consistent way.

NB: A lead enforcement authority has the power to enforce, allowing it to take on complex or high-profile cases for which the responsible local housing authority may lack the capacity or capability to pursue.

Rent repayment orders

Context

The Housing and Planning Act 2016 provides that the Tribunal has the power to make a Rent Repayment Order against a landlord for certain offences:

- Violence for securing entry to the let property contrary.
- Eviction or harassment of occupiers.
- Failure to comply with an improvement notice.
- Failure to comply with a prohibition order.
- Controlling or managing an unlicensed HMO.
- Controlling or managing an unlicensed property.
- Breaching a banning order.

NB: Rent Repayment Orders can consider rent paid on behalf of the tenant as well as rent paid by the tenant. Any rent repayment order cannot be higher than the rent paid by or paid on behalf of the tenant during the specified period. Rent Repayment Orders can also be awarded to local housing authorities in respect of a relevant award of Universal Credit made by the authority.

The changes

The Renters' Rights Act amends the Housing and Planning Act 2016 so:

- The value to be repaid can take into account rent paid in respect of the period of the tenancy (so, for example, payments in advance) as well as paid during the tenancy.
- The maximum amount payable is doubled from 12 months to two years' rent.
- The period in which a tenant or local authority can apply for a rent repayment order after an offence is extended from 12 to 24 months.
- The rent to be repaid does not have to have been paid directly to the landlord against whom the rent repayment order is sought.
- Superior landlords as well as immediate landlords can be liable for a rent repayment order.
- Individual officers of landlord companies may also be subject to rent repayment orders.
- For unlicensed HMOs and houses, the Bill ensures that superior and immediate landlords and licensors, as well as persons having control or managing a property, fall within the scope of the offence.
- Local housing authorities can serve improvement notices on the person best placed to ensure remedial action is taken in respect of the hazard.

The Act extends rent repayment orders to the offences of:

- Knowingly or recklessly misusing a possession ground.
- Breach of a restriction on letting or marketing a property.
- Continued tenancy reform breach after imposition of a financial penalty.
- Continued breach of landlord redress scheme regulations after imposition of a financial penalty.
- False information in the PRS Database when purporting to comply with PRS Database regulations
- Continued failure to register with the PRS Database after imposition of a financial penalty.

NB: Where a rent repayment order is made against more than one landlord, those landlords must be held jointly and severally liable for the amount due.

Where a tenant believes their landlord has committed a listed offence, they can apply to the FTT for a Rent Repayment Order. If the FTT is satisfied beyond a reasonable doubt that the landlord has committed one of the listed offences, it can order the landlord to repay an amount of rent.

Further information

Housing and Planning Act 2016: <https://www.legislation.gov.uk/ukpga/2016/22/contents>