

Brookwood Lettings

# RENTERS RIGHTS Legislation

A guide to the new changes



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## Marketing & Rent Bidding

- All adverts must include a specific rental sum; if there is no advert, a written offer must specify the rental amount.
- Tenants can bid up to, but not over, the advertised rent; no offers above the advertised value can be accepted.
- There should not be multiple price points, e.g. furnished vs unfurnished.
- Care should be taken in accepting very high bids as tenants can request rent reductions within the first 6 months of tenancy if rent appears above market rate.
- These rules apply to any advert that could result in an Assured Tenancy.
- Rental values do not need to be included on “To Let” boards.

## Database & Redress

- Landlords must join the PRS Database and Redress Scheme before marketing the property.
- Adverts must include both the landlord and property database identification numbers

## Pets

- Ads can say “unavailable for pets”, however, due to the Equality Act they must allow service animals for disabled tenants.
- Landlords cannot unreasonably refuse a tenant’s request to keep a pet once the tenancy has begun.
- The new Act will not include mandatory pet insurance. The Lords also suggested allowing landlords to charge a higher deposit (3 weeks) for tenants with pets, but this proposal was rejected as well.

## **Pets (after tenancy starts)**

- Pet requests must be answered in 28 days, they cannot be unreasonably refused. A superior landlord prohibiting pets and refusing to give permission is deemed a reasonable basis for the landlord to refuse.

## **Discrimination**

Landlords cannot refuse tenants due to them having children or receiving state benefits. Refusal is only allowed if:

- An existing (pre-RRA, non-renewed) insurance policy forbids it.
- It's needed for a fair reason, e.g. to prevent overcrowding.
- The tenant's income is too low to cover rent.
- Any other ban in an insurance, mortgage, or lease policy is invalid.

## **Termination**

- Tenants: 2 months' notice ending on rent day; one joint tenant's notice ends tenancy for all.
- Landlords: only via section 8 notice on valid grounds; different grounds have different corresponding notice periods. Defective or unfounded notices are an offence.

# Rent

- Rent periods can only be monthly or less; in the first month only one month's rent in advance can be accepted. In subsequent months tenants can voluntarily pay more but cannot be forced to do so.
- Tenancies that pre-date the RRA can still rely on rent in advance clauses.
- Rent can only be increased annually using section 13, giving at least 2 months' notice. Any other rent increase clauses / agreements will become invalid.
- After a section 13 notice, the landlord and tenant can mutually settle on a lower amount via a written agreement. If not, the rent rises automatically unless the tenant challenges it at a First-Tier Tribunal (FTT)- which is free to do.
- The FTT sets rent based on similar properties. Increases apply from the next rent due date after the decision, with an extra 2-month delay possible if tenants are deemed to be facing hardship.

# Tenancy Start

- Landlords must give tenants a written statement outlining the tenancy terms in the form specific by the government.
- When the RRA is implemented, existing tenants need to be given a government provided notice of what is changing within one month. But their tenancy agreements will not need to be replaced.
- Landlords can only take a deposit (not rental payments) in advance of the agreement being signed and executed.

## Decent Home Standard

- The Decent Homes Standard is added to the Housing Health and Safety Rating System (HHSRS) meaning local authorities can immediately issue fines for serious failings.
- Awaab's Law will be added to the private rental sector requiring landlords to investigate damp and other serious hazards promptly. If landlords fail to fix serious issues within set deadlines, tenants can claim compensation in addition to any damages for disrepair.

## Enforcement

- Local authorities are obliged to enforce new offences and penalties under the RRA. Any offence under the RRA can be dealt with by way of a civil penalty. Most penalties are £7,000 for a first offence, rising to £40,000 for repeat offending.
- Tenants may apply to the FTT for a Rent Repayment Order of up to 24 months of rent.

## Ending a Tenancy - grounds for serving notice

- The grounds in this guide apply when a landlord decides to end a tenancy (not when a tenant voluntarily chooses to leave).
- Under the Renters' Rights Act, a valid Section 8 notice must be served.
- Serving a defective notice is an offence.
- If a tenant leaves after receiving the notice (without the case going to court), the landlord or agent can be fined if they used grounds they could not legally rely on — whether through negligence or on purpose.
- To reduce risk, it may be better for landlords and agents to work with a legal partner to serve notices on their behalf.
- Grounds that are expected to be used most frequently:
  - Ground 1 – Landlord selling or moving in
  - Ground 8 – Severe arrears (3+ months)
  - Ground 10 – 4+ weeks of arrears
  - Ground 11 – Persistent late payment
  - Ground 12 – Breach of contract
  - Ground 14 – Nuisance or anti-social behaviour

Ground	Description	Notice	Comments	Detail
1	Landlord, spouse or civil partner, children, siblings, grandparents, grandchildren wish to Occupy.	4 months	You cannot market or re-let the property starting from when the notice is served and continuing until 12 months after the notice expires — a total of 16 months.	Companies or trusts cannot use.
1A	Landlord wishes to sell or grant a lease of more than 21 years.	4 months	You cannot market or re-let the property starting from when the notice is served and continuing until 12 months after the notice expires — a total of 16 months.	
1B	Landlord wishes to sell or grant a lease of more than 21 years	4 months		Social landlords only.
2	Mortgagee in possession wishing to sell.	4 months		Must be used by mortgagee
2ZA	Superior landlord has given notice to terminate the superior tenancy.	4 months	Could be used by Housing Associations to offer a form of rent to rent.	Social landlords only.
2ZB-2ZD	Superior tenancies ending.	4 months	Various grounds to allow termination where a superior tenancy is to end.	Social landlords only.
4	Property previously let to students.	2 weeks	Let on PBSA exemption in the last 12 months.	

Ground	Description	Notice	Comments	Detail
4A	Property let to students	4 months	The property must be fully occupied by full-time students. Possession is only needed between 1 June and 30 September, and the tenancy agreement must be signed no more than six months before the students move in.	Notice must be given to tenant before tenancy commences.
5	Property required for the use of a minister of religion.	2 months		
5A	Property required for a seasonal employee.	2 months	Employee must be working at least 35 hours per week in agriculture	
5B	Property required for key workers.	2 months		Social landlords only
5C	Let in consequence of employment.	2 months	Employee is no longer in that employment, or it was a temporary arrangement at the outset of the employment.	
5D	Key workers.	2 months	Tenancy agreement included a requirement connected with tenant employment which is no longer fulfilled.	Social landlords only.
5E-5H	Various grounds for social and supported housing.	4 weeks (2 months for 5H)		Social landlords or supported housing providers only.

Ground	Description	Notice	Comments	Detail
6	Redevelopment.	4 months	Landlord can show that they intend to substantially develop or reconstruct, and this cannot be done with the tenant in place.	Social landlords must offer alternative accommodation.
6A	Alternative accommodation.	4 months	Alternative accommodation was provided temporarily by a social landlord to allow for eviction under ground 6.	Social landlord only.
6B	Unlawful letting.	4 months	Landlord must comply with banning order, overcrowding notice, HHSRS notice, or an HMO licence has been revoked.	Court has a discretion to order compensation to tenant.
7	Tenancy inherited through will or intestacy.	2 months		Only where it is a second such succession
8	Severe rent arrears.	4 weeks	Three months arrears.	Unpaid UC cannot be counted against arrears
9	Suitable alternative accommodation is available.	2 months		
10	Some arrears of rent.	4 weeks		

<b>Ground</b>	<b>Description</b>	<b>Notice</b>
11	Persistent late payment of rent.	4 weeks
12	Breach of contract other than rent arrears.	2 weeks
13	Deterioration of the common parts due to the tenant.	2 weeks
14	Nuisance or ASB or interference with management.	No notice
14ZA	Conviction of the tenant for an indictable offence at a riot.	2 weeks
14A	Domestic violence.	2 weeks
15	Deterioration of furniture due to the tenant	2 weeks
16	Moved to ground 5C	
17	Landlord was induced to grant the tenancy by a false statement by the tenant	2 weeks
18	Tenant has unreasonably refused to co-operate with the person providing support services	4 weeks

# Renter Rights - implementation timings

Expected Date	Event	What this means for agents
27 <sup>th</sup> October 2025	Royal Assent was achieved	The Bill has now become an Act, enabling the creation of supporting regulations. However, most provisions of the Act will not take effect immediately. The section establishing a single Lead Enforcement Authority has now come into force.
27 <sup>th</sup> December 2025	Automatic commencement of <ul style="list-style-type: none"> <li>• New exemptions to Housing Association 1988 tenancies.</li> <li>• Local Housing Association (LHA) reporting duties.</li> <li>• New LHA investigatory powers</li> </ul>	<ul style="list-style-type: none"> <li>• Leases with a term longer than 21 years will no longer qualify as Assured Shorthold Tenancies (ASTs).</li> <li>• Local authorities now have stronger investigative powers, including the ability to enter suspected HMOs without prior notice, to enter property businesses without a warrant, and to remove documents as needed.</li> <li>• Landlords and agents will not be able to discriminate against tenants or prospective tenants on the basis that they have children visiting or living with them or are on state benefits.</li> </ul>
1 May 2026	Implementation of: <ul style="list-style-type: none"> <li>• Ending S21, fixed terms, ASTs.</li> <li>• New grounds of possession.</li> <li>• Updated Section 13 rent increase rules.</li> <li>• New wording for tenancy agreements.</li> <li>• Bans on rent in advance.</li> <li>• Non-discrimination provisions.</li> <li>• Permission for pets.</li> <li>• Written Statement of Terms</li> </ul>	<ul style="list-style-type: none"> <li>• Main elements of the act begin to take effect, so agents must understand them fully and be ready to advise both landlords and tenants.</li> <li>• New tenancy agreement wording must be used from this date.</li> <li>• Any Section 21 or Section 8 notices served before 1 May remain valid until their normal expiry (or 1 August 2026, whichever comes first), but no new notices can be served after 1 May. Staff must also be trained on the new Section 8 eviction grounds.</li> </ul>

Expected Date	Event	What this means for agents
1 May 2026 cont.	<ul style="list-style-type: none"> <li>• The Written Statement of Terms.</li>   <li>• Rent in Advance – Key restrictions</li> </ul>	<ul style="list-style-type: none"> <li>• The Written Statement of Terms is mandatory for all new tenancies. It sets out the key details that must be confirmed before the tenancy is signed – such as rent, due date, and start date. Most tenancy agreements already include this information, but it's important to check that it's compliant. Non-compliance could lead to a \$7000 fine.</li> <li>• You don't need to provide Written Statement of Terms for existing written tenancies, but do need to if the agreement is verbal only.</li> <li>• You can't require more than 1 month's rent upfront.</li> <li>• You can't take any rent before the tenancy agreement is signed.</li> <li>• If a tenant chooses to pay rent in advance, the money should be held and released monthly. A declaration form can be used to confirm the tenant hasn't been pressured into paying early.</li> <li>• Holding deposits are still allowed, as these aren't classed as rent in advance.</li> <li>• For international students or tenants without a UK guarantor, professional guarantors may help.</li> </ul>
31 May 2026	Information sheet	<ul style="list-style-type: none"> <li>• The information sheet must be given to all tenants whose ASTs becomes periodic on 1 May. It explains how existing tenancies are affected.</li> <li>• Sending via E-mail or attachment is acceptable, no signature is required.</li> </ul>
June 2026	Notice Service	<p>All existing tenants must be sent a copy of the government-provided leaflet explaining what is changing in their tenancies.</p> <p>All student tenants must be sent a notice of the intention to rely on ground 4A if the landlord wishes to do so.</p>

Expected Date	Event	What this means for agents
Through 2027	Implementation of: <ul style="list-style-type: none"> <li>• Private Rented Sector (PRS) database.</li> <li>• Landlord redress scheme.</li> <li>• Decent Homes Standard</li> </ul>	<p>These changes all rely on other third-party agreements or systems which will take time to test and agree.</p> <p>The Decent Homes Standard has yet to be finalised in the PRS but is likely to be done shortly.</p>
2030	Start of Awaab's law	<p>In the social sector Awaab's law (which specifies timelines for fixing certain types of repair) has been rolled out over an extended period, slowly applying to more types of repair.</p>
Unknown	Wales and Scotland to implement anti discrimination provisions	<p>Wales and Scotland have been granted powers to ban discrimination against children and tenants on benefits. They have not said whether they will implement these powers at all or indicated a timeline.</p> <p>Wales may not do this at all if it is not done before the Welsh Senedd elections in May 2026.</p>

# FAQs

## ➤ **When will the Bill come into force?**

The Act received Royal Assent on 27th October 2025. Implementation details are still to be announced but the Act starts being enforced on 1 May 2026. We recommend that agents should start preparing now.

## ➤ **Does the Act apply to Houses of Multiple Occupancy (HMOs)?**

Yes, the new legislation applies to HMOs.

## ➤ **Does the Act apply to non-residential tenancies?**

No, the Act does not apply to non-residential / commercial tenancies.

## ➤ **Does the Act only apply to Assured Shorthold Tenancies (ASTs)?**

No, the entire Act applies to current AST agreements, but some parts of the Act will also apply to Non-Housing Act tenancies.

## ➤ **Does the Act apply to rental properties over £100k pa?**

No, if the rent is over £100,000 per annum, an Assured Tenancy (AT) or Assured Shorthold Tenancy (AST) cannot be created. A High Rent Agreement or Premium Lease Agreement would be used, also known as a Common Law Agreement. Therefore, the Bill will not apply.

## ➤ **How many months notice must a tenant give under the new rules?**

Under the Act, a tenant must provide 2 months' notice, ending on the last day of a rent period. For example, if the tenancy started on 14th January and the tenant gave notice on 25th April, the tenancy would end on 13th July, not 25th June.

## ➤ **Is the government still discussing a minimum tenancy term before the tenant can give notice?**

No, it was decided that no minimum tenancy term would be introduced. Under the new Act, tenants are required to provide 2 months' notice, ending on the last day of a rental period, which means a tenant needs to stay in a new tenancy for a minimum of 3 months if they were to give notice in the first 27 days of a new tenancy.

## ➤ **Can landlords still let rooms under a licence agreement and avoid the new regulations?**

It's important to note that Licence Agreements are used when the landlord or a relative of the landlord is resident in the property being let. However, some parts of the Bill may apply to residential licences.

➤ **Can landlords still allow a tenant to sub-let rooms to other tenants? And if so, do their tenants need to pay their rent to them or can it be paid directly to the agent or landlord?**

Yes, sub-letting is still permissible under the Act with the landlord's consent. If the landlord gives consent for the tenant to sub-let, the rent will be paid by the sub-lessee to the tenant.

➤ **Now the Act is law, can agents still charge renewal fees?**

No as there won't be any renewals. You need to think about your charging model. You might say fees are due for the term of the tenancy up to a certain point i.e. two or three years. Alternatively, you may decide to take more payment upfront at the original start of the tenancy.

➤ **Will the new rules apply also to Common Law tenancies, more particularly High-rent or Company Lets?**

No, the Renters Rights Act applies primarily to Housing Act 1988 tenancies but there are some provisions which apply so you should ensure you are aware of the details of the Act so you can understand which provisions will also impact you.