

The Renters'
Rights Act:
A Landlord's
Practical Guide



Contents

1. Introduction
2. Key Changes
3. End of Section 21
4. Move to Periodic Tenancies
5. Tighter Controls on Rent Increases
6. Limit on Upfront Rent & Rental Bidding
7. Prevention of Rental Discrimination
8. Right to Request a Pet
9. Creation of a PRS Landlord Ombudsman
10. Introduction of a “Landlord Database”
11. Decent Homes Standard & Awaab’s Law
12. Roadmap for the Renters’ Rights Act
13. The Online Letting Agents: Your Trusted Partner in a Changing Rental Market

**Contact us now to find out how we can support you
through the Renters’ Rights Act
03300 883973
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1.Introduction

The Renters' Rights Act 2025 is landmark UK legislation that reforms the law governing privately rented homes in England. It represents the most significant overhaul of the private rented sector in a generation.

The Act was passed by Parliament and received Royal Assent on 27th October 2025, with implementation taking place in phases. The first phase will come into force on 1st May 2026 with further updates rolling out later in 2026 and later years.

It includes changes to eviction processes, rent increases, tenancy structures, and landlord obligations. It also introduces new rights for tenants and enforcement mechanisms to ensure compliance.

How Can We Help?

We live & breath the Renters' Rights Act. Our team are fully trained and our systems are ready to go on 1st May

The Renters' Rights Act 2025 applies to tenancies where:

- The tenants have exclusive occupation over the whole property or a room within the house
- The rent is between £250 (outside London, £1,000 inside London) and £100,000 per annum
- The tenants are people rather than an organisation such as a company
- The property will be the tenant's main home
- The landlord does not live in the same property as the tenant.

2.Key Changes

End of Section 21

Landlords will no longer be able to evict tenants without a valid legal reason and must use the new, expanded grounds of Section 8 for possession.

Move to Periodic Tenancies

Assured Shorthold Tenancies (ASTs) will be replaced with Assured Periodic Tenancies (APTs) which continue on a rolling basis until the tenant chooses to leave or the landlord can establish lawful grounds for possession.

Tighter Controls on Rent Increases

Landlords must use a Section 13 notice to increase rent annually with at least two month's advance notice of any proposed increase.

Limit on Upfront Rent & Rental Bidding

Upfront rent payments will be capped at one month's rent and landlords will not be able to accept offers over the advertised rental price.

Prevention of Rental Discrimination

New rules prevent discrimination against families and tenants in receipt of benefits.

Right to Request a Pet

Tenants will have the right to request permission to keep a pet.

Creation of a PRS Landlord Ombudsman

A new (mandatory) Ombudsman will handle disputes between landlords and tenants.

Introduction of a "Landlord Database"

A new (mandatory) digital portal will set out landlords' legal obligations and help tenants make informed decisions about renting.

Decent Homes Standard & Awaab's Law

Rental properties must meet minimum quality and safety requirements and local authorities will have stronger enforcement powers.

3. End of Section 21

From 1st May 2026, landlords will no longer be able to end a tenancy by serving a Section 21 notice.

Instead, landlords will only be able to end a tenancy by serving a Section 8 notice citing one or more grounds for possession.

The Government has amended and expanded the existing grounds to reflect common circumstances in which landlords previously relied on Section 21.

Key changes include:

- New mandatory Ground 1A – enabling landlords to recover possession where they intend to sell (can not be used to end the tenancy in the first 12 months).
- Amended Ground 1 – allowing either the landlord or a close family member to move into the property (can not be used to end the tenancy in the first 12 months).
- New mandatory Ground 4A – enabling student landlords to recover possession during the summer months.
- Revised mandatory rent arrears Ground 8 – now requiring at least three months' rent arrears, with a minimum notice period of four weeks.
- In addition, most possession grounds will require landlords to give longer notice periods to tenants, with most requiring 4 months' notice.

Practical note:

Dates for the diary:

30th April 2026 – last date you can serve a Section 21 notice

31st July 2026 – Deadline for applications to court for possession under Section 21. After this all Section 21 notices will be invalid.

How Can We Help?

As part of our managed service, we will serve fully compliant notices on your behalf

4. Move to Periodic Tenancies

From 1st May 2026, fixed-term Assured Shorthold Tenancies will no longer exist. Instead, tenancies will be Assured Periodic Tenancies (APTs) from the outset.

This change also applies to fixed term ASTs entered into before that date. These will convert to APTs from 1st May 2026.

Tenants will be able to end a tenancy at any time with two months' notice. Notice periods for landlords vary, but in most circumstances require four months.

How Can We Help?

We have our Assured Periodic Tenancy Agreement all ready and prepared for 1st May.

Practical note:

Any fixed term you have, or break clause, will not longer be applicable.

There will be **no “tenancy renewals” or “early terminations”** (unless your tenant wishes to end their tenancy earlier than their/your notice).

You do not need to issue an Assured Periodic Tenancy to your tenants if your existing tenancy is already in writing. Instead you must **provide your tenant with a leaflet setting out the key changes by 31st May 2026**. This will be provided by the Government is not currently available. Check your tenancy agreement allows you to serve notice via email. If not, or if you're not sure, serve it via email and in the post.

If your tenancy is not in writing, **you must provide a complete written statement by 31st May 2026** that sets out the terms of the Assured Periodic Tenancy that replaces it .

If you are student HMO landlord, you must **inform your students that you may use the new possession ground** for student tenancies (in writing).

You may continue to take rent in advance throughout the tenancy if your tenancy was entered into (ie signed) before 1st May 2026 and stipulates a rent payment schedule of this nature.

5. Tighter Controls on Rent Increases

Landlords will be permitted to increase rent only once per year. Any increase must be made by serving a Section 13 notice and providing a minimum of two months' notice.

Any rent review clause currently contained within a tenancy agreement will no longer be valid. All rent increases must be implemented by way of a Section 13 notice.

Tenants will have the right to challenge a proposed increase by applying to the First-tier Tribunal. The application must be made before the proposed new rent start date, and the tenant must notify the landlord that they are disputing the increase.

The Tribunal cannot award a rent higher than the amount proposed by the landlord. Any increase determined by the Tribunal will not be backdated.

How Can We Help?

We maintain positive relationships with tenants, and always justify rent increases.

Practical note:

You must serve a Section 13 notice even if you have a clause in your contract stipulating when the rent will increase and how much by.

You must serve a **minimum of 2 months' notice**.

Avoid the first-tier tribunal by presenting your tenants with evidence justifying the rent increase.

6. Limit on Upfront Rent & Rental Bidding

For all new tenancies entered into on or after 1st May 2026, rent may only be required on a monthly basis and must be payable on the contractual due date. Landlords must not request or require more than one month's rent in advance at any time.

Tenants may choose to pay rent upfront on a voluntary basis, provided this is done without any form of pressure or coercion. In such circumstances, landlords may accept the proposed payment arrangement.

When marketing a property to let, landlords must not invite, encourage, or accept offers of rent above the advertised asking price.

How Can We Help?

Rigorous procedures for offers and rent processing ensure full compliance with regulations

Practical Note:

The first month's rent may only be taken once the tenancy agreement has been signed. This is the only rent payment that can be required before its due date.

For tenancies entered into (i.e. signed) before 1st May 2026 that provide for rent to be paid in advance, **landlords may continue to collect rent in accordance with the existing payment schedule.**

If a tenant voluntarily offers to pay rent in advance, landlords may accept this arrangement.

To avoid under-pricing your property, you may wish to ask your agent to **market at the upper end of their valuation** range. You can then either reduce the asking rent gradually if needed or consider offers below the asking price.

7.Prevention of Rental Discrimination

In addition to the existing protections against discrimination under the Equality Act 2010, the Renters' Rights Act introduces a specific prohibition on discrimination against:

Tenants with children under the age of 18; and
Tenants who are in receipt of benefits.

The Act expressly prohibits certain discriminatory practices and empowers local authorities to impose civil penalties where they have reasonable grounds to believe that a landlord (or a person acting on their behalf) has discriminated against a prospective tenant.

The legislation also renders void any discriminatory provisions in mortgages, tenancy agreements, or insurance policies that would prevent a landlord or agent from letting to these groups.

How Can We Help?

We have long recommended considering applicants on their own merits and are happy to discuss suitability

Practical Note:

Although landlords **must not discriminate** on the basis that a tenant has children or is in receipt of benefits, they remain **entitled to select the most suitable tenants**.

Landlords and their agents should ensure that a **fair, objective and consistently applied referencing and screening process** for all prospective tenants.

8.Right to Request a Pet

The Renters' Rights Act will give all tenants the right to request permission to keep a pet. A landlord must not refuse such a request unless it is reasonable to do so.

The Act doesn't define what amounts to "unreasonable" refusal. However, examples are:

- Another occupier at the property has a medically evidenced allergy;
- The property is unsuitable (for example, too small for a large pet or multiple pets);
- The animal is illegal to own; or
- The landlord is a leaseholder and the superior landlord prohibits pets.

Once a written pet request is received, **within 28 days**, a landlord must either:

- Grant permission;
- Refuse permission (providing reasons);
- Request further information; or
- Confirm that consent is required from a superior landlord (where applicable).

If further information is requested, the landlord is not required to make a decision until it is provided. Once received, the landlord has a further **7 days to respond**.

Where superior landlord's consent is required, the landlord must request that consent **within 28 days** of receiving the tenant's request. Once a response is received from the superior landlord, the landlord then has **7 days** to notify the tenant of the final decision.

The landlord and tenant may also agree, in writing, to extend the decision-making period where appropriate.

Practical note:

Landlords may indicate a preference for tenants without pets and prioritise viewings accordingly. However, **tenants will retain the statutory right to request a pet**.

Landlords should **consider whether restricting marketing to tenants without pets may adversely affect demand** for the property.

How Can We Help?

We can include relevant pet clauses in your APT or arrange contract addendums to provide consent

9. Creation of a PRS Landlord Ombudsman

Landlords will be required to register with the Private Rented Sector (PRS) Landlord Ombudsman, and a membership fee will apply.

Membership will be **mandatory** in order to let a property. Landlords must also remain members for a reasonable period after they cease letting a property.

Tenants will be entitled to refer complaints to the Ombudsman from the point of making an initial enquiry about a property through to a period after the tenancy has ended. The service will be available to tenants only.

The Ombudsman will have the authority to require landlords to take appropriate action, which may include issuing an apology, providing relevant information, carrying out remedial works, and/or paying compensation.

How Can We Help?

Sticklers for compliance, we will ensure you know how and when to sign up to the Ombudsman

Practical note:

You must registered with the PRS Ombudsman in order to let your property. Having a managing agent does not negate this requirement.

Maintain a positive relationship with your tenant to prevent matters being referred to the Ombudsman but be confident that the Ombudsman is fair and impartial. If the tenants do not have a case against you, the Ombudsman will not find in their favour.

10. Introduction of a “Landlord Database”

Landlords will be required to register both themselves and their properties on the Private Rented Sector (PRS) Database. A registration fee will apply, and landlords will be under a continuing obligation to keep their details up to date.

The database is intended to support compliance by informing landlords of their legal obligations, providing access to relevant guidance, and communicating changes to requirements and responsibilities.

Registration will be **mandatory** in order to lawfully let a property. In addition, landlords must be registered to rely on any Section 8 ground for possession, other than Ground 7A or Ground 14 (which relate to anti-social behaviour).

The database will be accessible to tenants, enabling them to make informed decisions when choosing a property and to take action to enforce their rights, including escalating concerns to the local authority or the PRS Ombudsman.

Local authorities will also use the database to target enforcement activity where appropriate.

The precise details of what information will be publicly available have yet to be confirmed, although it is anticipated that it will include certain property-related compliance information.

Practical note:

Double check your compliance – ensure you have the correct mortgage and are properly recording your rental income with HMRC. Although it hasn't been suggested, these organisations could use the database to access Landlord records.

Maintain a positive record on the Landlord Database to ensure you attract the best tenants.

How Can We Help?

Compliance is key! We'll make sure you know how and when to sign up to the Database

11. Decent Homes Standard & Awaab's Law

Already implemented in the social housing sector, Awaab's Law introduces strict requirements for addressing hazards such as damp and mould. While the precise details are yet to be confirmed, it is expected that landlords will be required to adhere to strict timescales for both investigating reports of damp, mould, or other serious hazards, and for completing the necessary repair works.

The Decent Homes Standard is not expected to apply in full until at least 2035. Once implemented, it is anticipated to require that properties:

- Are free of Category 1 hazards (damp, mould etc);
- Are maintained in a reasonable state of repair;
- Provide basic facilities and services; and
- Are warm and free from damp and mould.

How Can We Help?

With our regular inspections and proactive approach, issues are dealt with before they become a problem

Practical Note:

Review moisture extraction in your property. Where separate dryers are not feasible, consider replacing washing machines with washer-dryers. Install timers or humidistat-controlled extractor fans in bathrooms and ensure all fans are fully operational.

Conduct regular inspections rather than relying solely on tenants to report issues.

Maintain detailed records of inspections, reports, and remedial actions, including dates. This documentation will be your primary defence in the event of a non-compliance claim.

12.Roadmap for the Renters' Rights Act

27th Dec 2025	New local council enforcement measures and investigatory powers come into force.
March 2026	Publication of the information sheet that will need to be given to your current/existing tenants to inform them of the changes.
30 th April 2026	Last day you can serve a Section 21 notice.
1 st May 2026	Implementation of the first phase of the Renters' Rights Act.
Early/Mid 2026	Financial penalties for Category 1 hazards.
31 st May 2026	Deadline for serving information leaflet to existing tenants , and notifying student tenants that you may use the new Ground 4A.
31 st July 2026	Deadline for applications to court for Section 21 possessions
From late 2026	PRS database to go live. This will be a phased, regional roll-out.
2027	Renters' Rights Act reforms introduced to social rented sector.
April/May 2027	Deadline expected for digitisation of the courts.
2028	Expected date for sign-up to the PRS Landlord Ombudsman.

Practical Note:

Take note of the dates coming in very soon, in particular:

Section 21 - You must serve a Section 21 notice **on or before 30th April 2026**, and have applied to the court for possession **by 31st July 2026**.

Service of Information Leaflet - You must serve the information leaflet (to be published in March 2026) to your tenants **between 1st May 2026 and 31st May 2026**.

From 1st May 2026, any new tenancy agreement, it must be compliant with the Act.

The Online Letting Agents: Your Trusted Partner in a Changing Rental Market

The Renters' Rights Act is reshaping the PRS, increasing responsibilities and risks for landlords. One mistake could lead to delays, lost rent or legal challenges.

For many, the changes feel uncertain, but with the right support, they don't have to.

Here to Guide and Protect You

We protect your investment and support you every step of the way. We stay ahead of regulatory changes, keeping your agreements, notices and processes fully compliant.

Clear Advice, Honest Conversations

Whether you're a first-time landlord or have an established portfolio, we provide clear, tailored advice so you can make confident, informed, decisions.

Proactive, Professional Management

From carefully selecting tenants to maintaining positive relationships, we focus on preventing problems before they arise. Good communication and strong processes mean fewer surprises and smoother tenancies.

Protecting Your Investment for the Long Term

By keeping everything compliant and well-organised, we help safeguard both your income and your reputation as a landlord.

Peace of Mind

The rental market may be changing, but with a **trusted letting agent** by your side, you can relax knowing your property is professionally managed with care, attention and a clear understanding of the law.

Contact us now on
03300 883973 or info@theonlinelettingagents.co.uk