



Renter's Rights Act

House keeping

- Questions
- Slides
- CPD
- Fire alarms
- Facilities
- Phones



Phase 1 Implementation Date



1st May 2026

What has been implemented?



- Assured Periodic Tenancies replace ASTs.
- Section 21 evictions can no longer be used.
- New and amended section 8 possession grounds.
- Rent increases limited to once a year via section 13s.
- Rental bidding and taking rent in advance of signed agreement is banned.
- Discrimination against those on benefits and with children banned.
- Landlords must consider pet requests.
- Council duty to investigate any housing breaches.

Tenancy Reform

- Assured Shorthold Tenancies (AST) no longer exist.
- All tenancies are now Assured Periodic Tenancies (APT).
- Fixed terms are no longer allowed. £7k fines.
- You must provide a written tenancy statement of occupation.
- Tenants can now give 2 months notice to leave from the start of a tenancy.
- Rent periods can be no longer than a month.
- All current tenancies are now periodic.

Tenancy Reform

- Written tenancy in part/ whole - Information sheet to tenants by 31st May.
- Verbal tenancy – Written statement of occupation (e.g. APT tenancy agreement) to tenants by 31st May.
- Information sheet can be hand delivered or sent by email. Emailing the link does not count, it must be a downloaded copy of the info sheet.
- Get proof of service!

What does this mean?

- New APT agreements are needed for all new tenants after 1st May.
- You may have a higher turnover of tenants.
- Not able to set rent periods at intervals that suit the tenant (student loans etc).
- Documents will have to be issued to all current tenants to change the tenancy to Assured Periodic Tenancy.

Ending tenancies

- Section 21s not allowed.
- Going forward a reason/ ground for evicting must be given.
- Further grounds have been added to section 8s.
- All evictions will need a hearing.
- Deposits must be protected to use a section 8. No 30 day rule. Exceptions for ground 7a and 14.
- You must be registered with Landlord Database when that comes in.

Ending of S21

- The landlord must have served a valid Section 21 notice before the Commencement Date (1st May).
- A landlord must not serve a Section 21 notice after 30th April.
- If you have correctly served before 1/5, you must apply to court within 3 months of the Commencement Date. No later than 31st July 2026.

Ending of S21



01 May 2026 – Tenancy reforms go live

Where a S21 has been served before the commencement date then the tenancy will remain an AST

Where an existing tenancy agreement is wholly oral, the obligation to provide a written statement of terms needs to be met within a month of the commencement date.

On commencement day all current assured shorthold tenancies will become an assured tenancy (regardless of whether in a fixed term or periodic)

Existing AST's will convert into AT when S21 no longer valid or possession proceedings conclude (Schedule 6(3)(4))

If an existing tenancy in the PRS already has a written tenancy agreement, then landlords won't need to change it or issue a new one.

Landlords with existing written tenancies will need to provide tenants with a copy of the government published 'Information Sheet' on or before 31 May 2026.

When ending a RRA AT's S8 will follow current rules and must be used within 12 months

Additional written statement must also be provided if intending to use prior notice grounds - 1B, 2ZA, 2ZB, 2ZC, 2ZD, 4, 5 to 5H, 6A, or 18.

Registered Provider AST's do not change / convert to new tenancy regime until 2027

Section 8 grounds

Ground		Summary	Notice period
Mandatory grounds			
1	Occupation by landlord or family	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 dwelling-house	The landlord wishes to sell the property. Cannot be used for the first 12 months of a new tenancy.	4 months

Section 8 grounds

2	Sale by mortgagee	The property is subject to a mortgage and the lender exercises a power of sale requiring vacant possession.	4 months
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Section 8 grounds

4A	Properties rented to students for occupation by new students	A HMO is let to full-time students and is required for a new group of students in line with the academic year. Cannot be used if the tenancy was agreed more than 6 months in advance of the tenancy starting (i.e. the tenant moving in).	4 months 2 months for current student tenancies
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Section 8 grounds

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Redevelopment

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

Section 8 grounds

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	The tenancy was passed on by will or intestacy, and proceedings began within the requisite period of 12 months. The ground can only be used if the new tenant wasn't living in the property immediately before the previous tenant died, the previous tenant also inherited the tenancy or it is a "special tenancy", e.g. supported accommodation.	2 months

Section 8 grounds

7A	Severe ASB/Criminal Behaviour	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

Section 8 grounds

8	Rent arrears	The tenant has at least 3 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
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Section 8 grounds

Discretionary grounds

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

Section 8 grounds

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

Section 8 grounds

- 14 Anti-social behaviour 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.
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Landlords can begin proceedings immediately

Section 8 grounds

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

What does this mean?

- You cannot evict without a legitimate reason.
- You need to gather evidence of the ground to be able to evict.
- Evictions may take longer as the courts become busier.
- If you haven't protected the deposit, it will need to be returned before you can evict.
- However, not giving the start of tenancy docs will not impact this – unlike with S21.

Student Evictions



From 1st May 2026, landlords are able to evict students using ground 4A at the end of the academic year if all of the following apply:

- all the tenants were full time students.
- The landlord is intending to let to students in the future.
- Tenancy signed less than 6 months before the date the tenants could move in.
- Property is a house in multiple occupation (HMO) or is part of an HMO.
- Tenants were given written notice that the landlord may evict them under ground 4A before they signed the tenancy.
- Tenants were given 4 months' notice of the intention to evict them - the notice period must end between 1st June and 30th September.
- Where the tenancy began before 1 May 2026, if they were given written notice by 1st June 2026 they can be evicted by using Ground 4A. 2 months notice.

Evicting to Sell

- Ground 1A allows for eviction if landlords wish to sell the property untenanted.
- It cannot be used in the first 12 months of a tenancy.
- Property cannot be relet for 12 months after this ground has been used on a notice.
- This is to protect tenants from this ground being used without reason.

Evicting to move family in

- Ground 1 has also been amended.
- This ground allows for the landlord to gain possession of the property to move themselves or a family member in.
- Prior notice does not need to be given before the tenancy starts.
- Cannot be used for first 12 months of tenancy.
- Property cannot be relet for 12 months after this ground has been used on a notice.
- Protects tenants against this being used without cause.

Increasing rent

There is now only be one way to increase rent:

- **Section 13 notice:** can only be used once every 12 months.
 - 2 months notice, ending at the end of a rent period.
 - Tenants can challenge at First Tier Tribunal (£47 fee). Proposed or lower rent, no longer higher if market value is higher.
 - Can negotiate a cheaper rent with the tenant outside of this process.
 - Secretary of state may have the ability to backdate the rent to the section 13 notice date.

What does this mean?

- You will have to plan for rent increases as multiple cannot happen in a year.
- Tenants will not lose by taking to tribunal, tribunal waits are likely to increase and rent increase likely to take a while to be implemented. However, the fee (£49) could put some off.
- Pricing rent at a rate that works for you from the get go is going to become more important.

Rent in advance

Renters' Rights Act amends the Tenant Fees Act 2019.

- No longer able to ask for rent in advance before a tenancy agreement has been signed by both parties.
- Once signed, a maximum of one month's rent in advance can be accepted.
- No further money can be requested. However, if the tenant offers more, landlords can accept this.
- Unable to enforce any clauses that state rent has to be paid in advance of rental due date.
- Deposit rules stay as they are with up to 5 weeks allowed or 6 weeks if rent exceeds £50k a year.

What does this mean?

- Only a holding deposit and deposit can be taken before a tenancy is signed.
- You may not receive the requested month's rent in advance.
- May make it more difficult for those not living in the country/elsewhere to secure a tenancy.
- This will be covered by the tenant fees act which prohibits unlawful fees.

Rental Bidding



- Must publish an asking rent for the property.
- The listed price is the highest price that the landlord can accept.
- Landlords can accept lower than the listed price.
- No longer allowed to encourage or accept offers higher than the listing amount.
- This is to move away from bidding wars.
- Up to £7k for initial breach, up to £40k for subsequent breaches.

What does this mean?

- You will have to think carefully about the amount you are listing the property for.
- Rents are likely to increase as a lack of bidding is factored into LLs initial rent prices.
- Hopefully will make the letting process fairer for tenants in long run.
- You can still refuse prospective tenants on affordability or other viable grounds.

Rental Discrimination

- Adverts and referencing for tenants cannot discriminate against those with children or those receiving benefits.
- Decisions must be made based on references and affordability.
- Civil penalties up to £7k per breach.
- Both agents and landlords can face penalties for each breach.
- Landlords will still have the decision of who to let to, but must be able to evidence that they have made that decision without discriminating.
- Exemptions can include cases of over occupying, or where your current insurance (pre-may 2026) prohibits those on benefits.

What does this mean?

- You need to look at previous housing history, references from landlords, affordability.
- If questioned, you need to have evidence that your decision has been made on grounds besides children or benefits.
- Make sure that the agent has not included reference to 'no DSS' or 'no children' in your property advert.

Pet consent

- Renters now have the right to request to have a pet.
- A good reason to turn the request down must be given e.g. another tenant with an allergy.
- 'no pets' still allowed on the advert.
- 28 days to respond to the request.
- Allowed to ask follow up questions – further 7 days for a response from this.
- Landlords will not be able to request that the tenant takes out pet insurance.
- Tenant can appeal at PRS Ombudsman once it is in place.

What does this mean?

- You cannot outright refuse the request without a valid reason.
- Due to the ability to appeal, you need to have evidence of this reason.
- You may have to factor in extra costs at the end of tenancies.
- If the cost of damage exceeds the deposit, you can still apply to court for costs.
- Unreasonable refusals include: you not liking pets, concern over future damage, concern that it will impact future rentals.

Rent repayment orders (RRO)

- Increase from 12 months to 24 months of rent payments back.
- The Act extends rent repayment orders to:
 - misusing a possession ground.
 - breach of a restriction on letting or marketing.
 - continued tenancy reform breach after imposition of a financial penalty.
 - continued breach of landlord redress scheme regulations.
 - provision of false information to the PRS Database.
 - continued failure to register with the PRS Database.

What does this mean?

- The amount of money that can be claimed back is substantial.
- Particularly if you rent an HMO.
- More reasons for claiming on an RRO so a higher risk of it happening if you are not following all legislation.
- The longer you are in breach, the higher the claim will be.
- Tenants are becoming increasingly aware that they can get rent refunds.

Additional Enforcement Powers



- Able to issue civil penalties for illegal evictions.
- Civil penalties for other breaches as mentioned throughout.
- Investigatory powers to make it easier for councils to obtain information from landlords and 3rd parties. From Dec 2025.
- Power to enter business premises and – in more limited circumstances – residential premises to obtain on-site evidence.
- These powers are available for breaches relating to the new Act and wider housing legislation.
- LA now have a duty to enforce all of this other than RRO.

Phase 2 Implementation Date



Not yet confirmed but aiming to start implementation towards the **end of 2026**.

- Starting with PRS database.
- Then the introduction of a PRS Landlord Ombudsman.

PRS Database



- Requirement to register landlord and all properties owned which are rented out.
- One stop shop for information on legislative updates for landlords.
- No registration, no eviction (other than ground 7a and 14).
- Civil penalties will be applied to those not registering and renting properties out – up to £7k for first offence to £40k and prosecution for subsequent offences.
- Not designed to replace selective licensing.
- There will be a fee to join, but this hasn't been specified yet.

What does this mean?



- More admin for initial set up.
- Tenants will be able to make sure you're registered and be able to see all relevant information about the property.
- Local authorities will have access to information on how many properties in their area are privately rented and information on compliance.
- It will be used by the government as a place where landlords can access up to date information on their responsibilities.

PRS Landlord Ombudsman



- All landlords must join the redress scheme.
- This includes those who use a letting agent who are already registered with an ombudsman.
- Tenants - former, current and prospective - will be able to make complaints for free.
- Benefit landlords to help them resolve complaints easily.
- Breaches may result in a rent repayment order being awarded.
- Civil penalties start from up to £7k for not joining before marketing property.

What does this mean?



- Tenants will have another avenue to raise complaints besides the council.
- Issues may be able to be resolved before the council has to step in – quicker resolution for both parties.
- This may reduce enforcement action being taken.
- Poor landlords will be held to account and a lack of repairs or unacceptable behaviour will be challenged more readily.
- Record keeping and evidence will become even more important.

Phase 3 Implementation



Currently looking at 2035.

- Decent Homes Standard
- Awaab's Law

Decent Homes Standard

To meet the Decent Homes Standard, a property must meet the 5 criteria set out below:

- A home must be free of the most dangerous hazards.
- A home must be in a reasonable state of repair.
- A home must provide core facilities and services.
- A home must provide thermal comfort.
- A home should be free of damp and mould.

Decent Homes Standard

- It aims to clarify the standard expected for all properties.
- Improvement notices can be served if the property does not meet these.
- Failure to comply with these can result in fines up to £7k or prosecution.
- Aim is to improve standards across private sector.

Awaab's Law

- Currently in the social housing regulations.
- RRA will bring this into PR sector.
- Will set out time frames for dealing with certain hazards.
- Landlords will need to adhere to these timeframes.
- Tenants can challenge any breaches in court and with the PR ombudsman.

As a landlord, we know you need time and support to prepare your business for the changes. Here's what you can **do now to get ready for the first phase of implementation**:

- Read the new **GOV.UK guidance** to familiarise yourself with the changes
- Sign up to email alerts via [gov.uk/rentingischanging](https://www.gov.uk/rentingischanging) so you know when:
 - The official government information sheet is published (you'll need to give this to your tenants, if you have an existing written tenancy agreement)
 - The new rules for future written tenancy agreements are published
- Think about how you'll update your rent increase processes so they're compliant with the legislation on 1st May 2026
- Plan how you'll update your website – if you have one – and any internal documents to reflect the new rules
- Review your mortgage, insurance, and tenancy agreement documents for clauses that restrict tenants with children or those receiving benefits. These are nullified as part of measures to prevent rental discrimination
- Plan now to make sure any property lettings adverts that you intend to publish after 1st May 2026 include the asking price. You won't be able to ask for, encourage, or accept offers above this price from that date

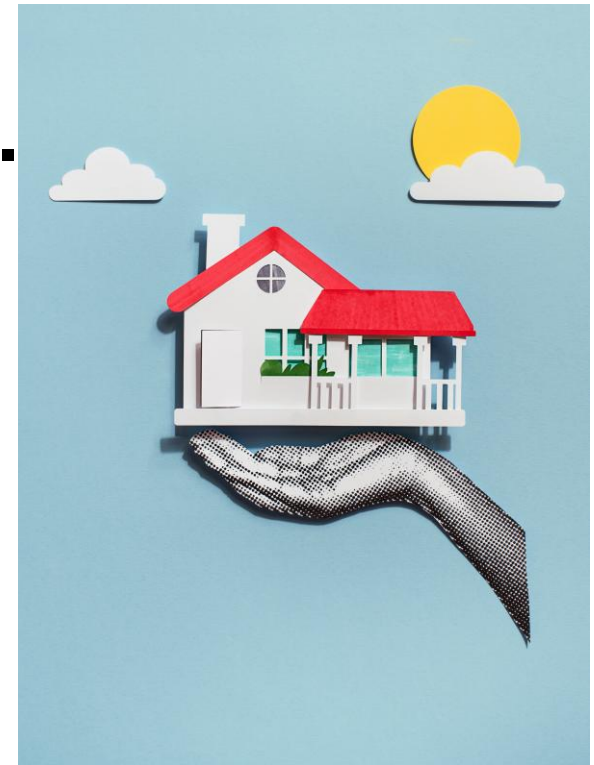
What you'll need to do next

There are other things that you'll need to do in early 2026 to keep on top of the changes:

- You'll need to give a government-produced information sheet to your existing tenants which will explain what the new rules might mean for their tenancy. We'll publish the information sheet on our website in March 2026
- If you create a new tenancy on or after 1st May 2026, you'll need to provide the tenants with certain information about the tenancy in writing. You could do this in a written tenancy agreement. We'll publish further guidance in January 2026 to give you time to update your tenancy agreement templates
- You'll need to familiarise yourself with the new tenancy forms required for taking possession of your property and for rent increases. We'll publish these forms, along with guidance, in early 2026
- If you're a student landlord and want to use Ground 4A to evict your tenants in future, then you'll need to write to them to let them know. We'll publish further guidance on how to do this in March 2026

Thinking about evicting? Speak to us beforehand to see if we can help.

Worried about the new changes?
Get in touch with us for support.



Questions



Contact us:

Call us on: 0191 277 1438
(Monday to Friday 9am-12pm)

Email us at:
privaterentedservice@newcastle.gov.uk

Go online at:
www.privaterentedservice.co.uk

Ending of S21

The end of AST's

30 April 2026 – last day a S21 can be served

31 July 2026 – last day to commence possession proceedings in court

14 Feb 2027 – last evictions from AST's

01 January 2026 – S21 can no longer be used for AST's starting on or after this date

01 May 2026 – Tenancy Reforms go live

median average time from claim to repossession 27.4 weeks

