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Representative for GB Landlords

Newcastle Council Landlord Conference

Tuesday 9 June 2026



GB Landlords for Landlords by Landlords



Renters Rights Act 2025

Changes started on 1 May 2026

No S 21.s allowed

No rental Bidding

All periodic Tenancies (including existing ones)

Max 1 months rent in advance

No rent payable until Agreement signed

Actions Required - existing Tenancies

Needed to provide ALL existing Tenants with written advice of the change and terms of Agreement by sending Government produced Information sheet by **31 May 2026**.

If not done you could face a penalty charge of up to £7000 and unable to evict!

Actions Required for new Tenancies

Government have issued a draft guidance on wording to be issued to prospective Tenants

Government wording can be found at

https://assets.publishing.service.gov.uk/media/69678c3cb122b8f5f68d0d80/Draft_Statutory_Instrument_written_information_for_your_tenant.pdf

Key things to remember from RRA

- No fixed term
- Existing S21 must be actioned by 31 July
- Tenant can give two months notice to leave
- BUT it must end on a rent day or day before
- You cant accept rent until Agreement signed
- Rent is payable by Tenant after Tenancy Agreement is signed by everyone

Key things to remember from RRA

- Maximum rent payable by Tenant is one month

HOWEVER If Tenants wish to pay more it can be accepted but not requested and should be held in a client account separate as still Tenants money and can be asked to be refunded at any time!

- **BUT** Deposit can be accepted and protected before signing

Other features

Notice and Agreement should include

Landlords address for serving notices

Agents Details

Space for inclusion of Landlords reference number on
PRS Database

Ending Student Tenancies by S8 Ground 4A

Only for properties with 3 or more unrelated Tenants (HMO)

Existing Tenancies signed before 1 May ending in 2026

Must have had a written notice to ALL Tenants that Ground 4A will be relied on BEFORE 31 May 2026!

Failure to do so renders that Ground unusable!

Options available to Landlord

- Hope the Tenants move out as planned
- Talk to them and get a notice to surrender of Tenancy signed by everyone with leaving date

Form of Surrender of Tenancy

- I/we Of (Address)
-hereby surrender my/our tenancy of (Property)..... with effect from (date)and confirm that I/we have now handed/ will hand over **all sets** of keys in my/our possession to /a representative of (Agent)..... and vacate the property on the said date.
- I/we confirm that I/we will have no possessions of value remaining at the premises and understand that all items left on the premises will be disposed of as rubbish.
- I/we understand that I/we shall not be responsible for any further rent arrears accruing on the property from the date of this surrender provided we vacate the property and return all keys.

Form of Surrender of Tenancy Continued

- I/we understand that I/we shall not be responsible for any further rent arrears accruing on the property from the date of this surrender provided we vacate the property and return all keys.
- DATED:2026
- SIGNED: NAME:
- Forwarding Address:
- Witnessed by: Name Signature:
- Date:.....

Form of Surrender of Tenancy

I/we of hereby surrender my/our tenancy of with effect fromand confirm that I/we have now handed/ will hand over **all sets** of keys in my/our possession to/Landlord/a representative of and will vacate the property on the said date.

I/we confirm that I/we will have no possessions of value remaining at the premises and understand that all items left on the premises will be disposed of as rubbish.

I/we understand that I/we shall not be responsible for any further rent arrears accruing on the property from the date of this surrender provided we vacate the property and return all keys.

DATED:2026

SIGNED: SIGNED:

NAME: NAME:

Forwarding Address:
.....

WITNES SIGNATURE:

NAME:

Address of Witness:

Suggested Actions if they do not leave

Issue a S8 notice immediately

Contact Guarantors and Tenants

Talk to the Tenants to understand their reasons

Advise them that you will be relying on the

DISTRESS FOR RENT ACT 1737

Recommend all above done in writing/email for record

Remember you have a contract to house new Tenants

Understanding a landlord's right to claim double rent and double value

The Distress for Rent Act 1737 provides landlords with the right to claim double rent or double value from tenants who fail to vacate their premises after a notice to quit has been issued. This act is part of the historical legal framework that continues to provide financial remedies for landlords in certain situations. The act allows landlords to recover double the annual value of the premises for the period of holding over if the tenant has given notice to vacate but remains in occupation. It is important for landlords to avoid any actions that could be seen as accepting the tenant's continued right to stay, as this would waive the right to claim double rent.

Ending Student Tenancies - Distress For Rent Act 1737

Although parts have been superseded by new laws, it seems that the payment of double rent where a notice to quit is not carried out by Tenants is still there!

Must not accept rent at previous level and must treat Tenants as Trespassers and not do anything to treat Lease as continuing.

Can't promise a Judge will uphold this but may be the spur for Tenants to leave!

Ending Student Tenancies by S8 Ground 4A

4A applies to Tenancies with 3 or more forming more than 1 household

New Tenancies signed before 1 May for this year must have been written to before the Tenancy start date about using 4A. - if not then options

- Leave as is and hope they move out when expected
- Have a new Agreement signed that includes 4A clauses

BUT Remember it is a new Tenancy so you will have to comply with new rules

- New Deposit to be protected
- Reissue all documentation
- Give rent back and start again

Ending Student Tenancies by S8 Ground 4A

Ending in 2026

You can issue a S8 Ground 4A with 2 months notice between 1 May and 30 July, provided notice given before 31 May 2026.

Ending 2027 onwards

You can only issue a S8 Ground 4A with 4 months notice

Only applies to Tenancies ending 1 June to 30 September for full time students PROVIDED Tenancy was not agreed/signed more than 6 months before start date and it is needed for a new group of students

S8 Grounds - Students Ground 4

Ground 4 - requires 2 weeks notice

Only applies where in 12 months prior to start of Tenancy was let to students.

But can only be used by specified educational establishments (Universities and Colleges)

Licensed HMO's

- If you let a Licensable HMO to less people then
- Council may deem it not requiring a Licence if they become aware (e.g. Inspection or Council Tax change)
- You will need to reapply for a new Licence the next year
- May affect Planning use
- Buyers solicitor may require sight of all Tenancies issued to ensure no breach in Licence

Actions for New Tenancies

- Advertise at a realistic price you hope for. Rent can always be reduced (or be challenged on day one!)
- Reference well
- Do right to rent check
- Ask for a Guarantor (working homeowner!)
- Prepare Agreement in line with new guidelines
- Get it signed no more than 6 months before Tenancy start date

Actions continued

- Prepare all documents to be issued
- You can ask for Deposit before start date, ideally before signing
- Protect Deposit and provide Copy and Prescribed Information to ALL
- EPC – if it is D or E consider looking now at how you can get to C by the NEW implementation date of 1 October 2030. Max cap for Landlords spend to be £10,000 down from £15,000
- Electric Certificate- is current and is given to **EVERY** Tenant
- CP12 – Valid for start of Tenancy and no gaps between certificates

REMEMBER

- No rent payable until Tenancy signed
- Max of 1 months rent payable
- Can not ask them to pay a year in advance and not more than 1 month
- However, if they ask you to pay you in advance you can at present accept this.
- Remember if you discuss and make a verbal agreement to do it and they don't pay, you have no comeback or legal rights to demand it!
- Tenant can give two months notice on day 1!
- You are not able to move new Tenants in unless the property is empty

Ending Tenancy now

No fixed end date

Tenant can give 2 months notice at any time

S8 the only way for Landlord to end Tenancy.

If you use Ground 1A in order to sell property
you must give 4 months notice

But notice can not expire within first 12 months of a new Tenancy

Can not use it on an Assured Tenancy created before 1 May 2026

You are unable to rent the property out for 12 months

Things to remember

Keep copies of all CP12 and Electric Certificates to show no gaps in cover. May be needed if you go to court.

Keep copies of Deposit Protection Certificates for at least 7 years (claims can be lodged within 6 years)

If a tenancy had become a Statutory Periodic Tenancy, then you had to reprotect the Deposit. Not applicable if a Contractual one.

Make sure you always have a current EPC/CP12 and electric certificate ready for new Tenants.

Join GB Landlords family to get:

- Regular updates on our social media channels
- Access to the GB Landlords WhatsApp group
- Advance notice of all our GB Landlords events
- Watch all our meetings, get valuable information posts and engage with other Landlords
- **Sign up at <https://mailchi.mp/dbd380591f7d/sign-up-form>**

Next GB Landlords Meeting

- The next meeting is planned for Thursday 9 July.
- Venue - Britannia Airport Hotel Speakers are:
- Davina Radford St Oswald Hospice and Faraz Manzur Sweeney Miller will talk about "Having the conversation before you die!" and some practical tips on wills and estates
- David Armstrong on important Insurance issues
- Bruce Haagensen - General Update
- Suggestions for speakers always welcomed

GB Landlords Annual Event

- The successful all day event will be held on
- **Thursday 12 November 2026** 9-30am - 4pm
- At **Britannia Airport Hotel**
- Industry leading speakers
- Over 40 Trade stands
- Free refreshments and parking
- Proof of attendance available

www.eventbrite.co.uk/o/north-east-landlords-31907504935



GB Landlords for Landlords by Landlords



ANY QUESTIONS

- Feel free to ask any relevant questions or contact us by email to

info@gblandlords.co.uk

or contact me direct on

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