

Renters' Rights Legislation

APPLIES TO: ENGLAND
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Details of the legislation – enactment

What is the timeline for elements of the legislation to come into force?

The Renters' Rights legislation has cleared Parliament and is awaiting Royal Assent. We will include the date from which it will start to come into force when this is known. Some parts of the legislation will take effect from the date the legislation comes into force, while others will require additional secondary legislation to be implemented.

Once further details have been shared on when each section of the legislation is coming into force, we will update the FAQ to break down the timeline of enactment.

How would the legislation be rolled out? Would there be a transition stage for new tenancies? Will the legislation apply to existing tenancies?

Guidance from the Ministry of Housing, Communities and Local Government (MHCLG) suggests that a transition period will be implemented to provide notice ahead of the implementation of the different elements of the reforms. See our [Fact Sheet](#) to understand when the different measures are likely to come into force.

Transitory measures

I've issued a section 21 notice after the legislation received Royal Assent. Is that notice now void?

No, if a valid section 21 notice has been issued before the commencement date of the legislation. If you have requested the Court to issue a claim form for possession, but possession proceedings have not begun or are in progress, the section 21 notice will remain valid until possession proceedings have concluded.

I've issued a section 21 notice but have not contacted the courts yet. Is the notice still valid?

If possession proceedings have not been requested, the landlord must request the court to issue a claim for possession within six months of the notice given to the tenant or three months following the legislation's commencement date if that is sooner.

Changes to tenancies

Does the legislation apply to licences, contractual agreements and commercial tenancies?

There is no mention of these alternate types of tenancy in the legislation. Propertymark will seek to gain clarity from the UK Government on these points.

How much notice does the tenant have to give, and what date can they end the tenancy on?

When ending a tenancy, a tenant must give at least two months' notice. They will not be able to end a tenancy partway through a rental period, meaning that the notice must end on the last day of the rental period, two months in advance. The tenant will be liable for rent until the end of the notice period.

How will the new notice requirements impact joint tenancies?

If one tenant brings a tenancy to an end, it will end for all tenants. To reduce the length of the notice period from 2 months, the landlord and all tenants will have to agree to a shorter notice period. Where a tenant wants to withdraw from a served notice to quit, this can only be done in agreement with all joint tenants.

Rent increases

Will a Section 13 notice always be required for a rent increase?

The legislation proposes that using a Section 13 notice will be the only way to request a rent increase.

How is market rent calculated?

The guidance suggests that market rent or market prices will be calculated based on the rent that could be achieved if the property were brought back to the market. Tenants will be able to challenge rent increases at the First-tier Tribunal, which will have the power to set the market rate for the property.

Does a tenant still have to pay rent if they challenge the rent increase?

If a tenant challenges a rent increase, they are legally required to pay the rent they would have been paying before the rent increase came into effect.

If the First-tier Tribunal finds the rent increase to be justified, can I backdate rent payments?

Yes, if the First-tier Tribunal (FTT) decides that the rent increase reflected market rent, tenants could be required to pay any rent missed between the date when the rent increase was set to start and the date the FTT reached a decision.

Requesting rent paid in advance

Can I still ask for rent to be paid in advance

No, the Act bans any rent in advance that is higher than one month's rent.

Can I ask for rent in advance once the tenancy has started?

No, any terms in a signed tenancy agreement that would require the tenant to pay rent in advance, or that accept any payments made in advance, will have no effect.

What is the penalty for breaching this requirement?

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 £5,000 for breaches.

Can I still ask for rent to be paid in advance if the tenancy agreement was signed before the legislation comes into force?

Yes, this section of the legislation only applies to tenancies agreed after the legislation comes into force.

Grounds for eviction and notices

What would happen if the landlord doesn't sell the property after issuing a Ground 1A, 1B or 2 notice?

Currently, landlords and agents would be prevented from re-letting their property for 12 months, even if they fully intended to sell their property. Additionally, landlords cannot issue a Ground 1 or 1A notice within the first 12 months of the tenancy.

If it is found that the landlord never intended to sell the property, the landlord will be liable for an offence under the new rules, which could lead to prosecution or a fine of up to £40,000.

Does the 12-month protection for Ground 1 and 1A notices include protections from notices?

No, landlords can serve the required 4 months' notice on month 8 of the tenancy, allowing for tenants to be evicted from the property when the 12-month protection period is over.

What form will I need to serve notice?

You will no longer be able to use Form 6a to serve a notice to quit. Currently, Form 3 is the correct form to serve notice under one of the Section 8 grounds for eviction. We expect that the UK Government will look to amend this form to include the new grounds.

Which grounds for eviction will be mandatory, and which will be discretionary?

Please see the Propertymark [Fact Sheet](#) on the Renters' Rights legislation for a description and breakdown of each ground.

Would I have to take a tenant to court to evict under a Section 8 notice?

No, not necessarily. As with the current eviction process, if a landlord or agent serves notice on a tenant and the tenant moves out by the end of the notice period, then there is no further action. A landlord only needs to apply to the court for an order for possession if the tenant refuses to leave.

A landlord is more likely to need to apply for an order for possession for grounds relating to rent arrears or anti-social behaviour. Due to the nature of the reason, they may also want to apply to court to claim compensation for rent arrears or other costs.

What are the grounds for eviction for tied accommodation, such as properties used to house farm workers?

New grounds have been proposed to ensure that a landlord can repossess their property for specific tenancy requirements, such as if the property is required for use as part of employment (i.e. accommodation tied to a workplace).

These grounds are:

- Ground 5 - Possession for occupation by ministers of religion
- Ground 5A - Possession for occupation by an agricultural worker
- Ground 5B - Possession for occupation by a person who meets employment requirements
- Ground 5C - Possession where the tenant no longer meets employment requirements
- Ground 5D - Possession for end of employment requirements (social landlord)
- Ground 5E - Possession for occupation as supported accommodation
- Ground 5F - Possession of dwelling-house occupied as supported accommodation (support no longer needed, funding withdrawn, limited time for support requirement, etc)
- Ground 5G - Possession for tenancy granted for homelessness duty
- Ground 5H – Occupation as 'stepping stone accommodation'

Landlords' Ombudsman Service

When is the landlord's ombudsman service going to be introduced?

MHCLG is aiming to establish the landlords' ombudsman service shortly after the legislation receives Royal Assent. Landlords will receive notice to sign up for the service ahead of time.

If the property is managed by an agent who is a member of a redress scheme, does the landlord also have to be a member of a scheme?

Yes, the proposals state that it will be compulsory for all landlords to be members of a redress scheme.

Will the landlords' ombudsman be the same as the agents' ombudsman? Will the same scheme cover both?

No, the proposals are for a scheme solely for landlords. This is to run alongside existing redress schemes for property management, private rental letting and estate agency work, new homes, and for social housing residents.

How will the landlords' ombudsman work?

It is understood that the scheme will operate in a similar way to agents' ombudsmen, where tenants will be able to raise complaints against their landlord, which the ombudsman will investigate. Landlords will not be able to raise complaints against their tenants.

Will there be a cost to landlords to join a redress scheme?

Yes. As with the agents' redress schemes, there will be a charge for landlords to sign up.

We do not know the details of this yet or whether these fees will be tax-deductible, but it is understood to be an annual fee per property.

Would local selective licensing schemes still exist?

Currently, there are no plans to abolish selective licensing schemes as part of the legislation.

Whose responsibility will it be to check if a landlord has signed up for the ombudsman service?

A letting agent will not be allowed to market a property where the landlord is not a member of the ombudsman service. However, it is the responsibility of the local housing authority to investigate whether a landlord is a member of a scheme or not.

Private rented sector database

Will the database be publicly viewable? How will this work with GDPR laws?

Yes, at least some of the information will be publicly available; this will be set out in future regulations, but it is understood that the public information will be related to property standards. The information available will be limited to necessary information and proportionate for the tenant or prospective tenant to make an informed decision about renting. It will be expected that letting agents check that a landlord and the prospective property have public entries in the database.

It is expected that publicly available information will include the landlord's name, details of others involved in the ownership or management of the property, details of any relevant unspent offences, financial penalties or regulatory notices or decisions held by the landlord, and details relating to the dwelling, including address and information relating to property standards.

According to the legislation, sensitive information related to an offence will be subject to rigorous assessment to determine its compatibility with landlords' privacy rights under Data Protection laws.

Will joint landlords and those who own properties under a company name have to register as individuals?

Joint landlords and companies will likely have to register as individuals, and they will be linked to the entries for properties.

Will there be a fee to register an entry on the Private Rented Sector Database?

Yes, it is proposed that there will be a fee for the creation or renewal of an entry to the database. The details of this will be set out in future regulations. There will also be penalties, such as late fees, if the landlord is not registered on the database within the set deadline or in the future if they do not re-register on time.

How does the proposed Database differ from the Property Portal?

The Database will set the groundwork for the Property Portal, which will contain additional information such as legislative requirements and duties for agents, landlords and tenants. The Database primarily focuses on landlord details and their history of compliance. It will therefore replace the Database of Rogue Landlords.

Will the Database and Property Portal put an end to local authority selective and additional licensing schemes?

Currently, the UK Government has no plans to end selective licensing, as it believes that the Database will be able to support local authorities to deliver their licensing schemes. However, Propertymark feels that the Database and Property Portal achieve the same purpose as local licensing schemes, and we will be campaigning for this to be reviewed.

Rental discrimination

Will no DSS discrimination impact my ability to deny a tenant due to affordability?

No, the legislation only prevents blanket discrimination based on whether the prospective tenant has children or is in receipt of benefits. For example, no DSS adverts will be banned, but agents and landlords will still have the final say on which tenant their property will be let to.

How can I prevent tenants from taking legal action against a decision not to let the property to them?

The UK Government is emphasising that agents and landlords consider individual circumstances when letting out to tenants with children or who are benefit recipients. When explaining why applications to rent are denied, agents and landlords can point to inappropriate properties, such as those with few bedrooms or which are considerably more expensive than what a tenant could receive with benefits. This could be clearly stated in writing to avoid potential legal challenges.

How will this measure impact existing mortgage/lease contracts that state I can't let those in receipt of benefits or with children?

When the legislation comes into effect, any terms in mortgages or lease agreements with superior landlords that place restrictions on those in receipt of benefits or who have children will have no effect. This will mean that a landlord cannot be considered in breach of their contract or superior landlord agreement.

How will this measure impact existing insurance contracts that state I can't let those in receipt of benefits or with children?

Existing insurance contracts will be exempt from the measures outlined in the legislation until they come to an end or are renewed. The legislation will make any restrictive terms for new insurance contracts have no effect.

Rental bidding wars

How does the UK Government intend to stop bidding wars?

Once enacted, the legislation will prevent agents and landlords from requesting or accepting anything higher than the rent on the property listing, preventing tenants from bidding for properties.

When will this be implemented?

This is not expected to be implemented as soon as the legislation receives Royal Assent. It is expected that some time will pass to allow all parties involved to be familiar with how the rules around ending bidding wars are implemented.

What will be the punishment for breaching the new law?

Local councils will have the power to issue fines of up to £7,000 to anyone directly or indirectly involved with any breach of the legislation.

What is stopping landlords from relisting properties at a higher rent?

The legislation will enable tenants to reach out to their local council to record breaches in the new laws. It is possible, but not confirmed, that tenants could report that properties they expressed an interest in were taken off the market, only to be reintroduced at a higher rent.

Tenants' right to have pets

What are the reasons a landlord can reasonably refuse a pet?

There are no details on what a reasonable reason would be to refuse a pet, other than one: if a superior landlord refuses permission for a pet at the property or if it would breach the agreement with the superior landlord.

Other reasons might include the size of the property, the size of the pet, the number of pets, and the type of pet. We would expect to see more detail on these in future regulations. More detail will be provided in future UK Government Guidance.

The landlord will be able to request more information about the pet and will have a set number of days to give or refuse consent in writing.

If the tenant gets a pet which the landlord had reasonably refused or without the landlord's consent, would this be grounds for eviction under breaking the terms of the tenancy agreement?

If the contract has a clause that prevents the tenant from owning a pet if the landlord's refusal has been found to be reasonable, either by the courts or through the new Private Rented Sector Ombudsman, then this would be grounds for eviction. However, since breaking the terms of the tenancy agreement is still a discretionary clause, the landlord will still have to go through the legal process of evicting the tenant.

What would happen if the landlord refused a pet unreasonably?

The tenant could challenge this in court or through the landlord ombudsman, and it may be ordered that the pet is allowed, if reasonable to do so.

Will landlords be able to request a pet deposit?

No, the landlord will not be allowed to request an additional deposit for a pet. The legislation will amend the Tenant Fees Act 2019 so that landlords can require pet insurance to cover any damage to their property.

What would happen if a tenant took out pet insurance but then cancelled it once the pet had been agreed?

The legislation states that, if agreed, the tenant must maintain insurance that covers the risk of pet damage for the period that the pet is at the property. This is an implied term of all tenancy agreements.

How would a landlord claim on a tenant's pet insurance? Does all pet insurance cover property damage, or would the tenant have to take out a special premium?

The exact process and guidance on claiming insurance have not been produced. We would recommend agents and landlords to take out their own insurance, specifically related to contents cover from pet damage. That way, agents and landlords can have control over the specific coverage and make claims when damage occurs.

Would a landlord be able to take out pet insurance and charge the tenant for this?

Yes, the legislation allows for the tenant agreeing to pay reasonable costs to the landlord for maintaining insurance that covers the risk of pet damage for the time that the pet is at the property. This could also include any excess payable by the landlord under the insurance policy.

Can a landlord require that an insurance policy be taken for a pet to be allowed?

No, the Act prevents landlords from allowing tenants to keep a pet on the condition that they take out insurance to cover the costs of pet damage.

What happens if the headlease/ superior landlord says pets are not allowed?

The legislation states that the landlord must seek consent of the superior landlord to give consent to their tenant. This means that a superior landlord may refuse a pet.

Decent Homes Standard (DHS)

Which homes will the Decent Homes Standard apply to?

The Decent Homes Standard will initially apply to all homes let under assured tenancies and privately rented supported housing occupied under tenancies and licenses. The UK Government has the power to expand the DHS to additional types of tenancies and licenses if required.

Will the DHS differ from the existing standard for social housing?

It is likely to. Under the previous UK Government, there was significant consultation on how the DHS could work for the private rented sector. It is likely that the current UK Government will take lessons from the previous consultations and may look to introduce some of its own. However, it is impossible to say at this stage exactly what the DHS will look like.

What will be the consequences for failing to meet the DHS requirements?

Initially, local councils will have the power to issue an improvement notice to the landlord informing them that they need to rectify any breach in the DHS. If the landlord fails to meet the DHS within an allotted time frame, they could be subject to a £7,000 fine or a potential rent repayment order.

Will certain properties need to meet higher standards?

Yes, the Secretary of State has the power to assign properties as “qualifying properties” that would meet additional standards beyond what is being introduced through the Decent Homes Standard. These currently are HMOs, properties that are built or adapted for the use of an HMO, that are only currently being occupied by persons who form a single household and student accommodation that does not qualify as an HMO.

Awaab's Law

What is Awaab's Law, and how will it impact the PRS?

Awaab's Law currently requires landlords of social housing to investigate issues raised by tenants, such as damp and mould, and begin repairs if required. The legislation will introduce this requirement into the PRS. A consultation on how to introduce Awaab's Law to the PRS will be published in 2026.

What will the timescales be to investigate and make appropriate repairs?

Currently, the timescales within the social rented sector are two weeks to investigate issues and seven days to begin repairs. However, the specific timescales for the PRS have yet to be included within the legislation, and there may be different timescales depending on the severity of the issue reported by tenants. The UK Government will consult on any changes to the way Awaab's law is implemented within the PRS and the social sector.

What would be the consequences of failing to respond to tenants' concerns?

Landlords would likely face orders from local authorities or courts to take the necessary action, with consequences for failing to act, and or financial compensation for tenants.

Rent repayment orders

Is anything changing in how rent repayment orders are issued?

No, rent repayment orders will continue to be pursued by tenants through the First-tier Tribunal. For rent that is paid through Housing Benefit or Universal Credit, local authorities will be required to pursue rent repayment orders through the courts.

What offences would be applicable for rent repayment orders?

The legislation will extend the number of offences that are applicable for rent repayment orders, including:

- Where the landlord knowingly or recklessly misuses a possession ground
- If the landlord rents or markets a property that they have been restricted from doing so
- If a landlord continues to breach any requirement from the legislation even after receiving a financial penalty.
- Providing false information to the PRS Database
- Failure to register with the PRS Database even after receiving a financial penalty for failing to register with the PRS Database.

Can rent repayment orders be issued to Superior Landlords?

Yes, under the new regime, superior landlords and company directors can have rent repayment orders issued against them, for example, if superior leases include no DSS clauses.

Will there be any changes for repeat offenders?

Yes, landlords who commit repeat offences will be subject to the maximum rent repayment order regardless of the severity of the initial or repeat breach.

How much can a landlord be expected to pay?

A landlord can be expected to pay up to 24 months of rent. Landlords who have been convicted of a licensing offence or have breached any of the legislation's new requirements will be subject to the maximum rent repayment order.

What is the length of time to apply for a rent repayment order?

Tenants and local authorities will have up to 24 months after the offence occurred to apply for a rent repayment order.

Enforcement and investigatory powers

What is the new maximum penalty for breaching PRS legislation?

Initial and minor offences will incur a maximum penalty of £7000, while severe and repeat offences will incur a maximum penalty of £40,000.

What will the new local authority investigatory powers look like?

The powers are modelled on the powers local trading standards have. These include being able to enter business or residential premises in limited circumstances.

What offences will local authorities be able to hold landlords to account for?

Local authorities will be able to issue penalties for landlords who do not comply with the legislation and those who evict their tenants illegally.

How much notice should landlords expect from local authorities when entering the property to carry out enforcement duties?

Local authorities will not be required to provide 24 hours' notice to the building owner or landlord before entering the property without a warrant. Instead, they would be required to provide 24 hours' notice after they enter the property. Tenants and occupants, however, would receive 24 hours' notice before entry.

Further information

Renters' Rights legislation: <https://bills.parliament.uk/bills/3764>