

## Renters' Rights Act

APPLIES TO: ENGLAND  
 PUBLISHED: 22 OCTOBER 2025

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### Context

The Renters' Rights Bill was published on 11 September 2024 to change the law about rented homes in England. The legislation will abolish fixed term assured tenancies and assured short hold tenancies and deliver on the Labour Party's manifesto commitment to transform the experience of private renting, including by ending Section 21 'no-fault' evictions.

### Eligibility

The legislation applies mainly to England. However, measures in relation to rental discrimination against tenants who receive benefits or with children will also extend to Wales and Scotland. The application of these measures will be made through a Legislative Consent Motion by the Scottish and Welsh Governments.

### Parliamentary timetable

#### House of Commons:

- The legislation had its Second Reading on 9 October 2024 and was considered by a public bill committee over eight sittings in October and November 2024.
- The legislation completed its remaining stages in the House of Commons on 14 January 2025, with UK Government amendments passed at Report Stage.
- The legislation was read a third time, voted on and passed.

#### House of Lords:

- The legislation was introduced in the House of Lords on 15 January 2025 and received its Second Reading on 4 February 2025.
- [Committee Stage](#) in the House of Lords took place over 11 sittings between 22 April 2025 and 15 May 2025. The legislation's Report Stage took place on 1 July 2025, 7 July 2025 and 15 July 2025.
- The legislation received its Third Reading on 21 July 2025. After debate, the legislation was passed and returned to the Commons with amendments.

#### Ping Pong:

- The House of Commons considered Lords' amendments during the period from 8 September 2025 and 22 October 2025.

## Tenancy reform

### The changes

The legislation amends sections of the Housing Act 1988, meaning that all assured tenancies will be periodic and can no longer have fixed terms.

The length of the rent period of an assured tenancy will be limited so that rent periods must be either monthly or no more than 28 days long.

If the rent is paid per calendar month, it will be a monthly periodic tenancy. For the few tenancies where the tenant pays weekly, it will be a rolling weekly tenancy.

A tenant will be able to end a tenancy by giving two months' notice in writing. The end date of the tenancy will need to align with the end of a rent period.

**NB: Landlords cannot specify a particular form of written communication. A shorter notice period is allowed if both parties agree in writing – agreement may be set out in the tenancy agreement or in a separate document. Tenants may withdraw a notice to quit under an assured tenancy if the landlord agrees to allow flexibility for both landlord and tenant.**

### Joint tenancies

In relation to joint tenancies, a notice to quit given by one tenant will bring the tenancy to an end for all tenants.

**NB: Under a joint tenancy if a landlord and tenant agree between themselves for a notice period of less than two months, all joint tenants must agree to a notice period less than two months. Furthermore, where a joint tenant wants to withdraw a previously served notice to quit, they may do so with the agreement of all joint tenants.**

The legislation also amends sections of the Housing Act 1988 so that long leases (of between seven and 21 years) cannot be assured tenancies.

This will allow leases over seven years to have fixed terms, which are necessary for long leases to function. This will primarily affect shared ownership products and leasehold agreements with ground rents high enough to meet the legal threshold of an assured tenancy.

It will mean landlords are no longer able to use the Section 8 grounds to obtain possession of long leases which are also assured tenancies by virtue that they are not at low rent, including where a shared owner has built up arrears of rent.

### Timetable

From the date of the legislation commencing, all new assured tenancies must be periodic from the start of the tenancy, and all existing assured tenancies will also become periodic.

**NB: Existing fixed terms will be converted to periodic tenancies, and landlords will no longer be able to serve new Section 21 or old-style Section 8 notices to evict their tenants.**

## Guarantors and the death of a tenant

Under the legislation, after the death of a tenant, the guarantor will not be liable for rent payable under the tenancy.

**NB: Rent payable is defined as guaranteed rent following the death of a tenant (or tenants) and that this is the rent for the remainder of the rent period in which the tenant (or tenants) dies and the rent for any subsequent rent period.**

A guarantor is defined as a person who enters a guaranteed agreement in relation to a tenancy.

A guaranteed agreement is a contractual promise (whether incorporated in or separate from the tenancy agreement) to indemnify or compensate a relevant person in respect of an obligation under the tenancy if the tenant fails to perform or comply with the obligation.

### What does this mean?

Where the deceased tenant was the only tenant, the guarantor cannot be held liable for rent accumulated on or after the tenant's death.

For joint tenancies where there are two or more tenants, and in the unlikely event all those tenants die, the guarantor is not liable for rent from the date of their deaths (if they die on the same day) or the date of the last to die (if they do not die on the same day).

Where there are two or more tenants and one of the tenants is a family member of the guarantor, if the family member dies, then the guarantor will not be liable for rent on or after the date of their death.

**NB: The UK Government are protecting guarantors from being held liable for rent when they are grieving; landlords will be able to reclaim costs owed before a tenant's death; and guarantors' liability for other costs incurred under the tenancy will not be affected.**

Where the guarantor is a family member of more than one of the tenants, the guarantor is not liable for rent from the date of their deaths (if they die on the same day) or the date of the last to die (if they do not die on the same day).

**NB: If the guarantor is not a family member of the deceased tenant or tenants, the guarantor remains liable for rent under an existing guarantee agreement.**

## Changes to grounds for possession

The legislation amends the grounds for possession in Schedule 2 of the Housing Act 1988, including in relation to notice periods and the courts making orders for possession.

**NB: Each possession ground has a minimum notice period. After this period, a tenant must either vacate the property or the landlord may start court proceedings to regain possession.**

The legislation will abolish section 21 evictions, meaning landlords must instead use a Section 8 ground for possession – these are specific circumstances in which a landlord can regain possession.

To regain possession, landlords will serve notice in the prescribed form, giving at least the required notice period to the tenant.

**NB: As in the current system, landlords will need to go to court if a tenant does not leave and provide evidence that the ground applies.**

The landlord won't be able to obtain an order for possession unless they have:

- Either paid the deposit into an authorised tenancy deposit scheme or have returned the deposit <https://www.gov.uk/tenancy-deposit-protection>
- Registered their property on the Private Rented Sector Database.

**NB: These restrictions will not apply to antisocial behaviour grounds.**

If a tenant does not leave when an eviction notice is served, a landlord will need to provide evidence in court to prove the relevant ground applies. For example, a landlord might show they have instructed an estate agent and solicitor if they wished to prove they were selling a property.

**NB: If a landlord has already applied to the courts for a possession order before the Act commenced, they will have three months after the commencement of the Act to initiate possession proceedings.**

The Bill introduces new Grounds for Possession for the private landlord and amends the key rent arrears ground. It also extends the notice period for many key grounds.

## Mandatory ground for possession

Ground	Summary	Notice Period
1 - Occupation by landlord or family ( <b>widened</b> )	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 property-house ( <b>new ground</b> )	The landlord wishes to sell the property. Cannot be used for the first 12 months of a new tenancy, and the landlord cannot re-let the property for 12 months after using this ground.  Shared owners of leasehold properties are exempt from the restrictions on re-letting the property. Further guidance will be issued.	4 months
1B Sale of property-house under rent-to-buy ( <b>new ground</b> )	The landlord is a private registered provider of social housing and they are seeking to provide the property to another person and the assured tenancy was entered into pursuant to a rent-to-buy agreement	4 months
2 Sale by mortgagee ( <b>amended</b> )	The property is subject to a mortgage and the lender exercises a power of sale requiring vacant possession.	4 months
2ZA Possession when superior lease ends ( <b>new ground</b> )	The landlord's lease is under a superior tenancy that is ending. Can only be used by private registered providers of social housing, agricultural landlords, a person who held the dwelling for the purposes of making it supported accommodation or a company majority owned by a local authority.	4 months
2ZB Possession when superior lease ends ( <b>new ground</b> )	The landlord's lease is under a superior tenancy that is coming to an end or has ended. Can only be used if the superior lease was for a fixed term of over 21 years.	4 months
2ZC Possession by superior landlord ( <b>new ground</b> )	After a superior tenancy ends, the superior landlord becomes the tenant's direct landlord and seeks to take possession. Can only be used where the intermediate landlord prior to reversion was a private registered provider of social housing, agricultural landlord, a person who held the dwelling for the purposes of making it supported accommodation or a company majority owned by a local authority.	4 months
2ZD Possession by superior landlord ( <b>new ground</b> )	After a superior tenancy ends, the superior landlord becomes the tenant's direct landlord and seeks to take possession. Can only be used where the superior lease was for a fixed period of over 21 years and has expired, or within a 12-month period of the fixed term expiry date, if the fixed term has been ended early. Or if the superior tenancy comes to an end after the expiry of the fixed term as a result of a valid notice.	4 months

4 Student accommodation <b>(amended)</b>	In the 12 months prior to the start of the tenancy, the property was let to students. Can only be used by specified educational establishments.	2 weeks
4A Properties rented to students for occupation by new students <b>(new ground)</b>	A property is let to full-time students and is required for a new group of students in line with the academic year. This ground cannot be used if the tenancy was agreed more than six months in advance of the tenancy starting.	4 months
5 Ministers of religion <b>(amended)</b>	The property is held for use by a minister of religion to perform the duties of their office and is required for occupation by a minister of religion.	2 months
5A Occupation by agricultural worker <b>(new ground)</b>	The landlord requires possession to house someone who will be employed by them as an agricultural worker.  This applies to agricultural workers regardless of their employment status, e.g. employee, worker or self-employed.	2 months
5B Occupation by person who meets employment requirements <b>(new ground)</b>	A private registered provider of social housing holds the property for use by tenants meeting requirements connected with their employment and it is required for that purpose (and the current tenant does not fulfil those requirements).	2 months
5C End of employment by the landlord <b>(amended, previously ground 16 expanded)</b>	The property was let as a result of the tenant's employment by the landlord and the employment has come to an end OR the tenancy was not meant to last the duration of the employment and the property is required by a new employee. This can also be used by police forces to take possession of a tenancy granted to an officer when the tenancy is no longer required.	2 months
5D End of employment requirements <b>(new ground)</b>	A private registered provider of social housing, included an employment requirement in the tenancy agreement that the tenant no longer fulfils (e.g., key worker).	2 months
5E Occupation as supported accommodation <b>(new ground)</b>	The property is held for use as supported accommodation and the current tenant did not enter the tenancy for the purpose of receiving care, support or supervision.	4 weeks
5F Property-house occupied as supported accommodation <b>(new ground)</b>	The tenancy is for supported accommodation and one of the circumstances set out in the ground, making the accommodation no longer viable or suitable for that tenant, has occurred.	4 weeks
5G Tenancy granted for homelessness duty <b>(new ground)</b>	The property has been used as temporary accommodation for a homeless household, under s193 of the Housing Act 1996, and a local housing authority has notified the landlord that the tenancy is no longer required for that purpose. The landlord can only use this ground if within 12 months of the date of the notice from the local housing authority.	4 weeks

5H Occupation as 'stepping stone accommodation' ( <b>new ground</b> )	A registered provider of social housing or a charity lets to a tenant meeting eligibility criteria (e.g., under a certain age and no higher than 80% market rent), to help them access the private rented sector and/or transition to living independently, and the tenant no longer meets the eligibility criteria, or a limited period has come to an end.	2 months
6 Redevelopment ( <b>amended</b> )	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.	4 months
6A Compliance with enforcement action ( <b>new ground</b> )	The landlord is subject to enforcement action and needs to regain possession to become compliant. The landlord may be required, under an order from the court, to pay the tenant compensation for any damages or loss sustained by the tenant due to the eviction.	4 months
6ZA Alternative social accommodation available to the tenant	The landlord is a social landlord and the tenant was moved to the property from a previous home that required redevelopment. This "previous home" is now available to the tenant to move back into or another suitable home has been found.	4 months
7 Death of tenant ( <b>amended</b> )	The tenancy was passed on by will or intestacy. Possession proceedings must begin no later than 12 months after death or, if the court directs, after the date on which the landlord became aware of the death. This cannot be used if a new tenant inherits the tenancy as is still residing in the property.	2 months
7A Severe ASB / criminal damage	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
8 Rent arrears ( <b>amended</b> )	The tenant has at least three 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 <b>(increased from 2 months and up from 2 weeks)</b>

## Discretionary ground for possession

Ground	Summary	Notice Period
9 Suitable alternative accommodation	Suitable alternative accommodation is available for the tenant	2 months
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
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
14 Anti-social behaviour <b>(amended)</b>	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.	Landlords can begin proceedings immediately
14A Domestic Abuse	A social landlord wishes to evict the perpetrator of domestic violence if the partner has fled and is unlikely to return.	2 weeks
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
18 Supported accommodation <b>(new ground)</b>	The tenancy is for supported accommodation and the tenant is refusing to engage with the support.	4 weeks



## Spotlight: New ground for possession of properties occupied by students

The new Ground 4A will allow landlords to recover possession of a House in Multiple Occupation (HMO) let to full-time students.

Landlords must serve four months' notice, which can only expire from 1 June to 30 September each year, to re-let the property to full-time students again or to people who the landlord reasonably believes will become full-time students during the tenancy.

If the property is let on a joint tenancy, each tenant must be a full-time student when the tenancy is entered, or the landlord must reasonably believe they will become full-time students during the tenancy at that point, for the ground to be relied upon.

If there are individual tenancies between the landlord and each tenant within an HMO, only tenants who meet the student criteria can be evicted.

**NB: Student criteria mean they must be full-time students receiving education from a higher education institution as covered by the Education Reform Act 1988.**

Landlords will be required to provide written notice before the tenancy is entered into of their intention to use the ground on the basis that the current tenants are full-time students (or the landlord reasonably believes they will become so during the tenancy), and the landlord intends to relet the property to new full-time students.

**NB: Unless a written notice is provided, landlords will not be able to regain possession using the ground.**

**Private purpose-built student accommodation would be exempt from the assured tenancy system in the same way that university-managed student accommodation is. This only applies to private landlords who are members of a government-approved code of practice.**

## Spotlight: Anti-social behaviour grounds

Landlords can begin court proceedings under anti-social behaviour grounds (7A and 14) immediately, although a court cannot make an order for possession until at least 14 days after the landlord has given notice to the tenant.

If the court has used its power to continue a Section 8 notice, the 14 days will begin either from the date on which any claimed notice was served if the court thinks that is fair in the circumstances, or from the date on which the possession proceedings began.

**NB: Under the current requirements of the Housing Act 1988, judges must give specific consideration to the impact anti-social behaviour has had on victims, any continuing effect of the behaviour, and any effect the behaviour would have if it were repeated. In future, judges will also have to consider whether the perpetrator has engaged with steps taken to resolve their behaviour and the particular impact of the behaviour on fellow tenants in HMOs.**

## Statutory procedure for increases of rent

The Bill amends the Housing Act 1988 so that issuing a section 13 notice (completing a form setting out the new rent which will be published on GOV.UK) and giving at least two months' notice will be the only valid way that a private landlord can increase the rent.

**NB: Rent review clauses in tenancy agreements will no longer be valid.**

Landlords will only be able to increase the rent once a year, and the notice period for a rent increase will increase from one month to two months. The new rent must reflect market rates.

If the tenant accepts the proposed rent increase, they simply need to pay the new amount on the next rent day.

**NB: The new rent amount will take effect two months after a Section 13 notice is issued, if it is not challenged by the tenant in the Tribunal or if the landlord and the tenant agree on a different variation of rent. This variation must be lower than the rent proposed in the notice, or the landlord and tenant can agree that the rent should not be varied.**

If the tenant thinks it is above market rate, they will be able to challenge the notice free of charge at the First-tier Tribunal (FTT), which will have the power to reduce the rent if the rent is above the market value.

The Secretary of State has the power to make regulations that would backdate when tenants would have to pay the increase. This is designed to stop tenants from challenging every increase with the hope that it would delay when they first pay the rent increase.

**NB: Tenants must do this before the starting date of the proposed new rent, and tenants should notify their landlord that they are doing so.**

In cases of undue hardship, the FTT will have the power to defer rent increases by up to a further two months.

**NB: The new rent determined by the tribunal must be the lower of the market rent or the landlord's proposed rent. Unlike currently, the tribunal could not determine a new rent that is higher than the landlord's proposed rent.**

Tenants will also have the ability to challenge the amount of rent as being above market rent within the first six months of signing the new tenancy agreement.

Tenants can also challenge the validity of a Section 13 notice in the FTT (for example, if a landlord gave insufficient notice of the rent increase, rather than because the tenant considered the rent to be excessive), instead of in the county court.

### Further information

Housing Act 1988: <https://www.legislation.gov.uk/ukpga/1988/50/contents>

## Rent in advance

### The changes

The legislation amends the Tenant Fees Act 2019 to prevent landlords or letting agents from requiring or accepting any payment of rent in advance of the tenancy being entered into. Any terms used in a signed tenancy agreement referring to rent that is due in advance would have no effect.

**NB: The Tenant Fees Act 2019 sets out a list of permitted payments that a landlord or letting agent may require in connection with a tenancy. A payment that is not on the list is a prohibited payment. The Renters' Rights legislation amends the list to make a payment of rent under an assured tenancy a prohibited payment where it is payable before a tenancy is entered into.**

A landlord will only be able to require up to one month's rent (or 28 days' rent for tenancies with rental periods of less than one month) once a tenancy agreement has been signed and before commencement.

The legislation will also amend the Housing Act 1988 to provide that, once a tenancy starts, a landlord will be unable to enforce any terms in a tenancy agreement that require rent to be paid in advance of the agreed due date.

**NB: the ban on rent payments in advance only applies to tenancies signed after the Act commences.**

### Eligibility

Restrictions on rent in advance will apply to all assured tenancies in England, except tenancies of social housing or tenancies created to allow local councils to discharge their homelessness duties.

### Enforcement

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.

**NB: While landlords will be restricted from including terms in a tenancy agreement which require rent to be due in advance of the rent period to which the rent relates, tenants will remain free to pay before the rent due date should they wish to do so. This maintains flexibility for tenants to manage their tenancies in the way that best suits them. A landlord will not be able to require a tenant to pay their rent before it is due.**

## Right to request permission to keep a pet

### The changes

It will be an implied term of every assured tenancy that a tenant may keep a pet with the landlord's consent unless the landlord reasonably refuses, including where accepting a pet would breach an agreement with a superior landlord.

**NB: Pet means an animal kept by a person mainly for personal interest, companionship or ornamental purposes.**

The tenant's request must be made in writing and include a description of the pet sought.

**NB: it is reasonable for a landlord to refuse where accepting a pet would breach an agreement with a superior landlord (freeholder), and for example, part of a lease agreement.**

Landlords will be required to fully consider all requests on a case-by-case basis. A landlord must respond (give or refuse consent) to a written request from the tenant within 28 days.

Where the landlord requests further information from the tenant about the pet on or before the twenty-eighth day after the date of the tenant's request and the tenant provides that information, the landlord may delay giving or refusing consent until the seventh day after the date on which the tenant provides any further information that the landlord requests. If the tenant does not provide that information, the landlord is not required to give or refuse consent.

**NB: Where the landlord and the tenant agree that the landlord may delay giving or refusing consent, the landlord may delay until whatever date is agreed between the landlord and the tenant.**

Where a tenant feels that a landlord has unreasonably refused their request, they will be able to escalate their complaint to the Private Rented Sector Ombudsman, or they could take the case to court. A final decision will be based on the evidence provided by both parties.

### Removal of pet insurance provisions

During the passage of the Bill in the House of Lords, the UK Government said they had listened carefully and said there was a risk that relevant pet insurance would not come on to the market sufficiently following implementation of the Bill.

To avoid a situation where landlords could veto a tenant's reasonable request to keep a pet, the UK Government withdrew the pet insurance provisions from the Bill, and the matter will be kept under review.

### Further information

Tenant Fees Act 2019: <https://www.legislation.gov.uk/ukpga/2019/4/contents>

## Duty of the landlord and letting agents to give statement of terms

### The changes

There is a new requirement for landlords and letting agents to provide tenants with a written statement of terms and information before the tenancy is entered into.

**NB: This can be in the form of an agreement in writing between the landlord and tenant, or a record of terms otherwise agreed.**

The written statement must set out basic information about the tenancy and both parties' responsibilities while retaining both parties' right to agree and adapt terms to meet their needs.

If an existing tenancy is wholly or partly in writing, neither the landlords nor the letting agent will have to issue an updated statement of terms.

**NB: Landlords and letting agents are responsible for providing tenants with information in writing regarding the changes made by this Bill. This must be done within a month of the commencement date.**

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.

**NB: Landlords will need to provide a written statement of terms for tenancies that become assured after they have begun. Landlords have 28 days from the day that the tenancy becomes assured.**

### The timetable

The form of what should be included in the written statement of terms will be set by additional regulations.

## Discrimination in the rental market: England

### The changes

The Renters' Rights legislation will take direct action to address rental discrimination practices in the private rented sector.

### Discrimination relating to children

The Bill prohibits discriminatory bans and restrictions on the letting of private rented sector properties on the basis that a child would live with or visit a person at the property.

#### This includes:

- Enquiring whether the property is available for let.
- Accessing information about the property.
- Viewing the property to consider whether to seek to rent it or enter into a tenancy or apply any measures to make people who would have a child live with or visit them at the property, if it were their home, less likely to enter into a tenancy of the property than people who would not.

The ban applies to all assured tenancies other than when in connection with social housing or supported accommodation, and in relation to all relevant discrimination, including that which targets a specific subset of 'child', such as those in fostering arrangements.

**NB: Child means a person under the age of 18.**

Under the legislation, it is for letting agents to consider whether excluding prospective tenants with children represents a proportionate means of achieving a legitimate aim, and landlords would need to be able to evidence their decision on a case-by-case basis.

**NB: For example, a one-bedroom flat might be suitable for a mother with a baby but not for a parent with two teenage children, where this level of occupancy would mean that rules on overcrowding were breached.**

### **Discrimination relating to benefits status**

Letting agents and landlords must not let to anyone who is or may be a benefits claimant.

**This includes:**

- Enquiring whether the property is available for let.
- Accessing information about the property.
- Viewing the property to consider whether to seek to rent it, or entering into a tenancy of the property, or applying any criteria or practice to make benefits claimants less likely to enter into a tenancy of the property than people who are not benefits claimants.

**NB: Benefits claimant means a person who is:**

- Entitled to payments (including payments made directly to a landlord) under or by virtue of the Social Security Contributions and Benefits Act 1992 or the Welfare Reform Act 2012.
- Entitled to payments (including payments made directly to a landlord) under or by virtue of the Jobseekers Act 1995, the State Pension Credit Act 2002, the Tax Credits Act 2002, the Welfare Reform Act 2007 or the Pensions Act 2014.
- In receipt of a reduction in the amount of council tax payable in respect of the person's current home under a scheme made by a billing authority relating to the Local Government Finance Act 1992.
- Entitled to a reduction in the amount of council tax payable in respect of the property in question under a scheme made by the billing authority in whose area the property is located in relation to the Local Government Finance Act 1992, if the person were to rent the property on a relevant tenancy, and if an application is a precondition of entitlement, apply to the billing authority for a reduction under the scheme.

### **Terms in superior leases relating to children or benefits status**

A superior landlord may only include restrictive terms on letting to those with children if it is a proportionate means of achieving a legitimate aim.

### **Terms in mortgages relating to children or benefits status**

The measures extend to terms in mortgages and superior agreements which restrict the letting of a property to private renters without children or who receive benefits are of no effect, preventing any breach of contract where a landlord fails to fulfil them.

### **Terms in insurance contracts relating to children or benefits status**

Existing insurance contracts that begin before the legislation comes into force will be exempt from the provisions until the insurance contract comes to an end or is renewed

Landlords and agents will continue to have the final say on who they let their property to and can carry out referencing checks to make sure tenancies are sustainable for all parties. They will be able to do this based on affordability, but not on the basis that the prospective tenant has children or is in receipt of benefits.

**NB: The Secretary of State has the power to protect others under the legislation and extend rental discrimination measures to additional groups in England in future, if deemed necessary, for example, care leavers or prison leavers and those with a history of offending.**

### Enforcement

Local councils can impose civil penalties on landlords and anyone acting directly or indirectly on their behalf, up to £7,000 for breaches. Those issued with a financial penalty will be able to appeal the penalty at the First-tier Tribunal.

**NB: Landlords and letting agents can receive multiple penalties for continued and repeated breaches.**

Prospective tenants will be able to pursue a breach through their local council or through the courts and seek redress through the new Private Rented Sector Ombudsman and letting agent redress schemes.

### Timetable

Following Royal Assent of the Renters' Rights Bill, the UK Government will allow time to transition to the new system.

## Requirement to state rent and to avoid rental bidding

### The changes

The legislation prevents landlords and letting agents from asking or encouraging a prospective tenant to offer an amount of rent above that which is stated in the written advertisement or written offer for the proposed letting.

**NB: This means that landlords and letting agents cannot accept an offer of rent above that which the landlord or letting agent has stated in a written advertisement or written offer.**

While landlords will be restricted from including terms in a tenancy agreement which require rent to be due in advance of the rent period to which the rent relates, tenants will remain free to pay before the rent due date, should they wish to do so, but a landlord will not be able to require a tenant to pay their rent before it is due.

### Eligibility

Restrictions on rent in advance will apply to all assured tenancies in England, except tenancies of social housing or tenancies created to allow local councils to discharge their homelessness duties.

### Enforcement

If a local authority finds on a balance of probabilities that a landlord or a letting agent has breached these obligations, they may be fined up to £7,000.

Landlords and letting agents can receive multiple civil penalties for continued and repeated breaches.

Tenants will be able to pursue a breach through their local council and seek redress through the new Private Rented Sector Ombudsman and letting agent redress schemes.

## Timetable

Once enacted, the legislation will require landlords and letting agents to publish an asking rent for their property.

## Landlord Redress Schemes

### The changes

The legislation gives the Secretary of State power to make regulations requiring a residential landlord (including those who use a letting agent or a managing agent who is a member of a redress scheme) to be a member of a new Private Rented Sector Landlord Ombudsman Service.

**NB: Residential landlord means the landlord under a relevant tenancy (an assured tenancy within the meaning of the 1988 Act, or a regulated tenancy within the meaning of the Rent Act 1977) of a property in England that is not social housing.**

**A landlord redress scheme means a scheme which:** Provides for a complaint made by or on behalf of a prospective, current or former residential tenant against a member of the scheme to be independently investigated and determined by an independent individual free of charge and by a scheme approved and designated by the Secretary of State and or administered by or on behalf of the Secretary of State.

**NB: prospective residential tenant means anyone who offers to become a residential tenant of a property that is marketed for the purpose of creating a residential tenancy, or with a view to deciding whether to become a residential tenant of a property that is marketed as well as requests FOR information about the property from a person marketing it, or visits or requests to visit such a property by arrangement with a person marketing it.**

Landlords will need to be a member of a landlord redress scheme before, during and after (for a period to be specified in regulations) a property is marketed for the purpose of creating a residential tenancy under which that person will be a residential landlord.

**NB: Following the implementation of the Building Safety Act 2022, through the Renters' Rights Bill the Building Safety Regulator and the administrator of any landlord redress scheme must cooperate regarding the exercise of any building function of the regulator and any function of the administrator relating to the scheme.**

Landlords will likely be required to pay a small annual fee per property. The Private Rented Sector Landlord Ombudsman Service will set this fee based on the costs of operating an effective service, and we will work with them to make sure it is proportionate and good value.

Redress of the following types to the complainant can be determined by the scheme:

- Provide information.
- Take remedial action.
- Providing an apology or explanation.
- Paying compensation.

Landlords and agents will remain responsible for their own actions and behaviours, as well as the respective services they have agreed and are legally bound to provide to tenants. Tenants and landlords will still be able to complain about agents and receive redress through the existing agent redress schemes.



## Enforcement

Local authorities may fine landlords with civil penalties of up to £7,000 for initial breaches and up to £40,000 or criminal prosecution for continuing or repeated breaches. This includes landlords failing to join the Private Rented Sector Landlord Ombudsman Service and letting agents who market a property where the landlord is not registered.

The legislation gives the First-Tier Tribunal the right to award a rent repayment order for “continuing or repeat breaches” of the Private Rented Sector Landlord Ombudsman Service.

Landlords will be legally obliged to comply with the Private Rented Sector Landlord Ombudsman Service’s decisions, and failure to comply is subject to local council enforcement action. Failure to comply may result in a landlord being expelled from the scheme.

## Timetable

Regulations introducing a Private Rented Sector Landlord Ombudsman Service will be introduced as soon as possible following Royal Assent.

**NB: Landlords will be given notice of the date by which they will be required to sign up to the ombudsman service and sufficient time to make appropriate arrangements.**

## Further information

Building Safety Act 2022: <https://www.legislation.gov.uk/ukpga/2022/30/contents>

# Private Rented Sector Database

## The changes

The legislation will allow for regulations to be introduced to set up an online public PRS Database, which landlords will be legally obliged to register both themselves with and the properties they let.

The operator of the Database must maintain entries on:

- Existing or prospective residential landlords and details of any other persons involved in the ownership or management of the property.
- Properties which are, or intend to be, let under a residential tenancy.
- Residential landlords that have received a Banning Order or received a conviction or financial penalty in relation to a relevant Banning Order offence, or received other regulatory convictions such as improvement notices.

**NB: For landlords who are unable to register online, the Database operator must provide alternative offline ways for registrations to be processed will be provided.**

The Database operator means the Secretary of State, or a person whom the Secretary of State has arranged to be the Database operator. The regulations that the operator will be able to:

- Provide for how, and by whom, a landlord or property entry is to be made.
- Requirements to keep active entries up to date.
- Circumstances in which active entries become inactive (e.g. if the landlord has sold the property or if it is no longer being let).
- Require relevant property information to be provided that must be kept up to date, which may, at a later date, be used to enforce certain property standards
- Verify, correct and remove entries.
- Require information or documents to be provided (e.g. gas safety certificates and Electrical Installation Condition Reports).
- Impose other requirements, including requirements for the payment of fees.
- Timescales on complying with entry requirements to the Database (this cannot exceed 28 days from the day on which an entry is made).

**NB: Inactive entries will be archived for five years, after which they will be deleted from the database.**

**NB: Landlords will be required to pay to register on the Database, including additional charges for late registration. The fee will be based on costs to establish, operate and enforce the requirements of the Database.**

The Database operator must ensure that local housing authorities can edit the Database and that access to information is given to enforcement bodies.

The Database operator must also publish advice and information to landlords and tenants and report to the Secretary of State about the performance of the Database.

## The Restrictions on marketing, advertising, and letting property

Letting agents will be expected to check if a landlord and property are correctly registered on the database before they market a property for let.

Property agents will face penalties if they advertise or market residential properties for rent which are not registered.

**NB: Information providers (newspaper or an online platform) are not required to ascertain if a property is registered on the database. Therefore, they are not penalised for distributing information or providing communication about letting residential properties, nor are they considered to be engaging in lettings agency work.**

## Unique Identifiers

The Database operator must allocate a unique identifier (a sequence of letters and/or numbers) to each landlord and property with an entry on the Database.

Any written advertisement for a property as available for rent must include the unique identifiers which are allocated to the landlord and property upon registration.

**NB: A landlord may create a registration entry for themselves and then make 50 registration entries for each property in their portfolio. The landlord would have their unique landlord identifier and 50 unique property identifiers, each distinguishable from one another and other entries on the database.**

## Enforcement

Landlords in breach of the duty to register on the database will not be able to get a possession order, except if the ground under which possession is sought is ground 7A or ground 14 (tenant anti-social behaviour).

Local councils will be able to take enforcement action against private landlords who fail to join the PRS Database. If a landlord lets or advertises a property without it first being registered on the database, they can be issued with a civil penalty of up to £7,000 by the local council.

If a landlord repeatedly breaches the requirement, or if they commit a serious offence such as providing fraudulent information to the database, they may be issued with a civil penalty of up to £40,000 or could face criminal prosecution.

**NB: The UK Government intend for the Private Rented Sector Database to replace the functionality of the Database of Rogue Landlords and Property Agents relating to private sector landlords.**

## Timetable

The Database is currently undergoing digital development, and we aim for the service to be operational as soon as possible following the passage of primary and secondary legislation.

# Decent Homes Standard

## The changes

The legislation will amend the Housing Act 2004 to include a new system for assessing housing conditions and enforcing housing standards. There will be standards for all homes let under assured tenancies and privately rented supported housing occupied under tenancies and licenses, but also additional requirements for some rented properties.

**NB: It is understood that certain qualifying property would need to meet additional standards beyond that which all properties would need to under the Decent Homes Standard. This includes HMOs, properties that are built or adapted for the use of an HMO but are only currently being occupied by persons who form a single household and student accommodation that does not qualify as an HMO.**

The Secretary of State has the power to specify requirements to be met by rented properties through regulations, including:

- The state of repair of the premises
- Things to be provided for use by, or for the safety, security or comfort of, persons occupying the premises.
- The means of keeping the premises at a suitable temperature.

**NB: The Secretary of State also has the power to set which properties would qualify for the need to meet different additional requirements within the Decent Homes Standard. This includes a need to review the quality of homes owned by the Ministry of Defence every year.**

The local authority will have the power to inspect a property to determine whether any category 1 or category 2 hazard under the Housing Health and Safety Rating System (HHSRS) exists on the premises and whether the property meets the requirements set out in the Decent Homes Standard regulations.

## Enforcement

If a privately rented property fails to meet the Decent Homes Standard requirements, the local council will have a range of enforcement mechanisms available. This includes, for example, issuing an improvement notice requiring the landlord to remedy the failure within a specified timescale.

Landlords who fail to comply with the enforcement action can be subject to a civil penalty or criminal prosecution. If such an offence is committed, the tenant or local council can also apply to the First-tier Tribunal for a rent repayment order. For landlords who fail to take reasonably practicable steps to keep their properties free of serious hazards, local councils will also have a new power to issue civil penalties of up to £7,000.

## Timetable

Between 2 July 2025 and 10 September 2025, the UK Government consulted on a reformed Decent Homes Standard that will establish the minimum housing standards that tenants in both social and private rented sectors can expect from their landlords.

## Further information

Housing Act 2004: <https://www.legislation.gov.uk/ukpga/2004/34/contents>

## Awaab's Law

Following the tragic death of two-year-old Awaab Ishak due to prolonged exposure to mould in his social rented home, 'Awaab's Law' was introduced for social housing through the Social Housing (Regulation) Act 2023.

The changes that the Act will introduce include:

- Strengthening the Regulator of Social Housing to carry out regular inspections of the largest social housing providers and to have the power to issue unlimited fines to rogue social landlords.
- Additional Housing Ombudsman powers to publish best practice guidance to landlords following investigations into tenant complaints.
- Powers to set strict time limits for social landlords to address hazards such as damp and mould (Awaab's Law).
- New qualification requirements for social housing managers.

### The changes

The Renters' Rights Bill will now extend Awaab's Law to privately rented homes and introduce new requirements requiring private rented sector landlords to address hazards, such as damp and mould, within a specified period.

In line with the approach taken for social housing, Awaab's Law will impose terms into private rented sector tenancy agreements. This means all private landlords will have to meet Awaab's Law requirements – for example, on timescales for dealing with hazards such as damp and mould – when these are set out in regulations.

### Enforcement

If landlords fail to comply, tenants will be able to challenge them through the courts for breach of contract. If the court finds the landlord in breach, it will be able to order the landlord to take appropriate action and/or pay compensation.

Tenants can also complain to their landlord and, if they are not satisfied with the response, this could then be escalated to the new Private Rented Sector Landlord Ombudsman.

### Timetable

In July 2025, the Ministry for Housing, Communities and Local Government consulted on introducing the Decent Homes Standard to the PRS. While damp and mould formed part of the consultation, introducing Awaab's Law into the PRS will be considered through an additional separate consultation. It is expected that this consultation will be published in 2026.

## Further information

Social Housing (Regulation) Act 2023: <https://www.legislation.gov.uk/ukpga/2023/36>

Consultation on a reformed Decent Homes Standard for social and privately rented homes  
<https://www.gov.uk/government/consultations/consultation-on-a-reformed-decent-homes-standard-for-social-and-privately-rented-homes>

## Financial penalties and offences

Under the Renters' Rights Bill, local councils will now be able to issue civil penalties against landlords who evict their tenants illegally.

First or minor non-compliance will incur a civil penalty of up to £7,000, and serious or repeat non-compliance a civil penalty of up to £40,000.

For serious and repeated non-compliance, local councils will alternatively be able to pursue a criminal prosecution with an unlimited fine.

### New investigatory powers

The Renters' Rights Bill introduces new investigatory powers to help to support local authorities tackle unscrupulous landlords.

Local councils also have a range of new investigatory powers which will allow them to enforce the legislation.

This includes powers to:

- Require information from relevant persons and any persons.
- Require financial information from landlords and third parties such as banks, accountants and client money protection schemes.
- Enter business and residential premises.

**NB: The power for local housing authorities to enter business premises of landlords can be carried out at any reasonable time without a warrant to gather evidence of suspected non-compliance, such as tenancy agreements, bank statements or letters. This is a similar power to that provided in the Consumer Rights Act 2015, which applies to estate and letting agents.**

Local authorities would not be required to give 24 hours' notice to the owner or landlord before entering the premises without a warrant. They would have to provide the notice within 24 hours of entering the premises. Tenants and occupiers would still have to be notified.

Uncooperative or misleading behaviour will be penalised with a fine not exceeding £1,000 or for the more severe offence of falsely claiming to be a housing officer, for which the fine is unlimited.

The Bill gives the Secretary of State the power to appoint a lead enforcement authority, or lead enforcement authorities, for the purpose of enforcing the measures contained in the Renter's Rights Bill.

A lead enforcement authority's functions will include providing guidance, information and advice to local housing authorities about how to exercise their functions under the legislation, helping the provisions to be enforced in a consistent way.

**NB: A lead enforcement authority has the power to enforce, allowing it to take on complex or high-profile cases for which the responsible local housing authority may lack the capacity or capability to pursue.**

## Transitional period

### Section 21 Notices

If a valid Section 21 notice has been issued before the commencement date of the Renters' Rights Act, and the claimant has requested the court to issue the claim form for possession proceedings, but the possession proceedings have not begun or concluded, the Section 21 notice will remain valid until possession proceedings are concluded.

The tenancy remains an assured shorthold tenancy and does not change until the section 21 notice ceases to have effect.

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 Act's commencement date if that is sooner.

If the notice specifies that the landlord has over two months to request the court to issue a claim for possession after handing the notice to the tenant, they have a maximum of four months to issue a claim, regardless of whether the notice specified a longer time, or three months after the Act commences.

## Rent repayment orders

The Housing and Planning Act 2016 provides that the Tribunal has the power to make a rent repayment order against a landlord for certain offences:

- Violence for securing entry to the let property contrary.
- Eviction or harassment of occupiers.
- Failure to comply with an improvement notice.
- Failure to comply with a prohibition order.
- Controlling or managing an unlicensed HMO.
- Controlling or managing an unlicensed property.
- Breaching a banning order.

**NB: Rent repayment orders can consider rent paid on behalf of the tenant as well as rent paid by the tenant. Any rent repayment order cannot be higher than the rent paid by or paid on behalf of the tenant during the specified period. Rent repayment orders can also be awarded to local housing authorities in respect of a relevant award of Universal Credit made by the authority.**

## The changes

The Renters' Rights legislation amends the Housing and Planning Act 2016 so:

- The value to be repaid can take into account rent paid in respect of the period of the tenancy (so, for example, payments in advance) as well as paid during the tenancy.
- The maximum amount payable is doubled from 12 months to two years' rent.
- The period in which a tenant or local authority can apply for a rent repayment order after an offence is extended from 12 to 24 months.
- The rent to be repaid does not have to have been paid directly to the landlord against whom the rent repayment order is sought.
- Superior landlords as well as immediate landlords can be liable for a rent repayment order.
- Individual officers of landlord companies may also be subject to rent repayment orders.
- For unlicensed HMOs and houses, the Bill ensures that superior and immediate landlords and licensors, as well as persons having control or managing a property, fall within the scope of the offence.
- Local housing authorities can now serve improvement notices on the person best placed to ensure remedial action is taken in respect of the hazard.

The Bill extends rent repayment orders to the offences of:

- Knowingly or recklessly misusing a possession ground.
- Breach of a restriction on letting or marketing a property.
- Continued tenancy reform breach after imposition of a financial penalty.
- Continued breach of landlord redress scheme regulations after imposition of a financial penalty.
- False information in the PRS Database when purporting to comply with PRS Database regulations
- Continued failure to register with the PRS Database after imposition of a financial penalty.

**NB: Where a rent repayment order is made against more than one landlord, those landlords must be held jointly and severally liable for the amount due.**

Where a tenant believes their landlord has committed a listed offence, they can apply to the First-tier Tribunal for a rent repayment order. If the Tribunal is satisfied beyond a reasonable doubt that the landlord has committed one of the listed offences, it can order the landlord to repay an amount of rent.

## Further information

Housing and Planning Act 2016: <https://www.legislation.gov.uk/ukpga/2016/22/contents>