



safeagent

RENTERS' RIGHTS ACT

- WHAT YOU NEED TO KNOW -

Key changes that will affect landlords, agents and tenants across England

THE BIG REFORMS



TENANCY REFORM

End of Section 21; no accelerated possession procedure



PERIODIC TENANCIES

End of fixed tenancies; all tenancies will be periodic



RENT INCREASES

Only by Section 13 notice; no rent increase clauses in tenancy agreement

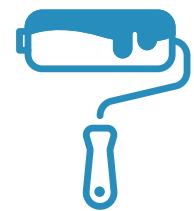


RENTAL BIDDING

Cannot accept bids above asking rent

STANDARDS & PROTECTIONS

POSITIVE PROTECTIONS



DECENT HOMES STANDARD

Decent home standard to apply in PRS



RENTING WITH PETS

Reasonable requests can't be refused to have a pet in a property



AWAAB'S LAW

This law will now apply to PRS in relation to damp & mould



RENT IN ADVANCE

Limitations in the way rent can be requested in advance

ACCOUNTABILITY & ENFORCEMENT



PRS LANDLORD OMBUDSMAN

Landlords must sign up even if using an agent



ENFORCEMENT

Rent repayment orders/penalties/new and expanded offences



GROUNDS FOR POSSESSION



Expanded Section 8 grounds & longer notice periods



PRS DATABASE

All landlords must register themselves & each property



RENTAL DISCRIMINATION

No discrimination against tenants with children or those on benefits



SAFEAGENT WILL UPDATE ALL INFORMATION REGARDING THE ACT AS EACH MEASURE COMES INTO FORCE

Q4 2025

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TENANCY REFORM

The Renters' Rights Act [RRA] has introduced a transformative new tenancy system, ending section 21 evictions, and fixed-term tenancies. This new tenancy system will provide tenants with greater security and stability and empower them to challenge bad practice without fear of retaliatory eviction. Landlords also benefit, with more straightforward regulation, and clearer and expanded possession grounds.

The Renters' Rights Bill was first released in September of 2024 and has now completed the Parliamentary process and received Royal Assent on 27th October 2025. The date of Royal Assent is NOT the 'Commencement Date', and different dates will apply for when different aspects of the Act come into effect. The RRA does not apply to Rent Act tenancies and will apply to England only as housing is a devolved issue.

This Act is the largest reform of the Private Rented Sector since the late 1980s/90s and will hugely increase the security of tenure for tenants. Perhaps the most concerning feature for landlords and agents are the new duties and increases in financial penalties/criminal offences for breaches. Also the widened limitations on obtaining possession if there is any non-compliance.

Having now received Royal Assent, the Renters' Rights Act begins a new era in residential letting and property management in England, and agents and their landlords need to be able to navigate and understand the implications. As of 14th November 2025, a date of 1st May 2026 has been released for when 'Phase 1' of the Act will come into effect for a number of the measures, and the government have published a separate timeline outlining plans for implementation - this can be found [HERE](#). We will update this infographic as and when appropriate.

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PERIODIC TENANCIES

On the commencement date of 1st May 2026, the RRA will removed fixed-term assured tenancies. Renters will no longer be obliged to pay rent regardless of whether a property is up-to-standard, and tenants now have flexibility to move in response to changing circumstances, for example after relationship breakdown, to take up a new job, or when buying a first home.

On the 'Commencement Date' of 1st May 2026, all existing Assured Shorthold Tenancies [AST] will automatically become 'Assured Period Tenancies' [APT], meaning tenants are able to stay in the property until they decide to end the tenancy by giving 2 months' notice. Fixed-term tenancies will no longer exist and will no longer be able to be created.

It's important that with effect from the commencement date landlords/agents do not use any old tenancy agreements, or statement of terms, that purports to be 'fixed-term' [or uses the term], as the local authority could impose a civil penalty of up to £7,000.

The Act also requires that the landlord must give the tenant a 'Statement of Terms' before the tenancy starts - in effect, a written [tenancy] agreement, and the government will introduce a new suite of prescribed forms in line with the reforms.

A tenancy signed for a period of more than 7 years at the start, cannot be an Assured Tenancy. This is not the same as a periodic tenancy that has simply lasted for 7 years or more, which will become an Assured Periodic Tenancy [APT] on the commencement date. All leases with a fixed term of more than 21 years will be removed from the assured tenancy system. This will mean that long leasehold agreements and Shared Ownership leases will not be part of the assured tenancy system in future.

COMMENCEMENT DATE: From 1st May 2026

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RENT INCREASES

On the commencement date of 1st May 2026, rent increases in the private rented sector will be made using a revised Section 13 process. Landlords will be able to increase rents once per year to the market rate – the price that would be achieved if the property was newly advertised to let. To do this, they must serve a Section 13 notice, setting out the new rent and giving at least 2 months' notice of it taking effect. Rent increases by any other means – such as previous rent review clauses in a tenancy agreement – are not permitted. It is also not possible to agree a rent increase informally, by for example text, email or a letter - the Section 13 rent increase process must be used, using Form 4 [the form will be amended at some stage prior to the commencement date].

The date of the proposed rent increase needs to coincide with the start of a rent period, and serving of the S13 notice is the start of the rent increase negotiation. If the tenant asks for, and is granted, a lower increase as a result of the negotiation, they will not be able to challenge the rent later at the First-Tier Tribunal.

If a tenant believes the proposed rent increase exceeds market rate, they can challenge this at the First-Tier Tribunal [FTT], before the new rent is due to start. The FTT will then determine what the market rent should be. It is free for the tenant to appeal to the FTT and the Tribunal will also have a new jurisdiction to determine the validity of the Section 13 notice. The Tribunal will no longer be able to increase the rent beyond what the landlord initially proposed, and the new rent will apply from the date of the Tribunal determination. In addition, in cases of undue hardship, the Tribunal will have the power to defer rent increases by up to a further 2 months.

COMMENCEMENT DATE: From 1st May 2026

A graphic of a blue 'for rent' sign with a white border and a grey post.

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RENTAL BIDDING

On the commencement date of 1st May 2026, the RRA will require landlords and letting agents to publish a proposed asking rent for the property. It also prohibits landlords or agents from asking for, encouraging, or accepting any bids above this price. There is nothing in the Act preventing the landlord or agent from accepting a lower bid.

This requirement applies to all forms of advertising, including the property portals, and the local authority can impose a civil penalty of up to £7,000 if the regulation is breached.

The landlord or agent must not encourage, or accept an offer, that exceeds the published rent; this includes any unsolicited offer above the proposed rent received from a tenant. Both landlords and agents can receive multiple civil penalties for continued and repeat 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.

COMMENCEMENT DATE: From 1st May 2026

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DECENT HOMES STANDARD

The RRA allows regulations to be made setting out Decent Homes Standard [DHS] requirements for private rented sector homes and will provide local councils with enforcement powers. The DHS will apply to the vast majority of private rented homes, including all PRS homes let on assured tenancies. The standard also applies to privately rented supported housing occupied both under tenancies and licences. This will follow as 'Phase 3' of the Act and dates will be settled following consultation.

If a privately rented property fails to meet DHS 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 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.

The Act introduces a legal duty on landlords to ensure their property meets the DHS. Properties will need to; be free of serious hazards, be in a reasonable state of repair, have reasonably modern facilities & services, provide a reasonable degree of thermal comfort [EPC standards] and be free of damp & mould [incorporating Awaab's Law]. Local councils will have a new power to issue civil penalties of up to £7,000.

The government consultation on the DHS closed on 10 September 2025 and proposed that the updated standard be brought into force in each tenure [Social and Private] in either 2035 or 2037.

COMMENCEMENT DATE: Currently not known

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RENTING WITH PETS

On the commencement date of 1st May 2026, the RRA ensures landlords do not unreasonably withhold consent when a tenant requests to have a pet in their home, with the tenant able to challenge unfair decisions. There is a term implied into all new tenancies after 1st May 2026 that a tenant has the right to request to keep a pet, although they must follow the statutory process.

The landlord must either give or refuse consent in writing within 28 days of the date of the request from the tenant, although the landlord can ask for further information from the tenant which the tenant must provide within 7 days. If the tenant doesn't provide the information, the landlord doesn't need to give or refuse consent.

The circumstances in which the Act states it is reasonable for a landlord to refuse consent for a pet include, those in which the landlord would be in breach with their superior landlord, or the landlord has been unable to obtain consent from the superior landlord.

If a tenant believes that their landlord has unreasonably refused their request for a pet, they can appeal against a refusal by escalating a complaint to the Private Rented Sector Landlord Ombudsman or by taking the case to court.

COMMENCEMENT DATE: 1st May 2026

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AWAAB'S LAW

Following the tragic and avoidable death of 2-year old Awaab Ishak due to prolonged exposure to mould in his social rented home, the Manchester Evening News, Shelter and the Ishak family led a campaign for 'Awaab's Law'. This was introduced for social housing through the Social Housing (Regulation) Act 2023. The RRA has now extended Awaab's Law to the PRS. This will ensure that all renters in England are empowered to challenge dangerous conditions and that all landlords must take swift action to make sure homes are safe. This will follow as 'Phase 3' of the Act and dates will be settled following consultation.

The measures in the Act allow new requirements to be set requiring private rented sector landlords to address hazards, such as damp and mould, within a specified time period. If landlords do not comply, tenants will be able to bring enforcement action against them through the courts.

Seeking redress through the courts is not the only way that tenants can challenge their landlords for breaches of Awaab's Law. Tenants can complain to their landlord and, if they are not satisfied with the response, this can be escalated to the new Private Rented Sector Landlord Ombudsman.

COMMENCEMENT DATE: Currently not known

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RENT IN ADVANCE

On the commencement date of 1st May 2026, the Act will amend the Tenant Fees Act 2019 to prohibit landlords or letting agents from requiring or accepting any payment of rent in advance of the tenancy being 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 the tenancy starts. The Renters' Rights Act 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. Updated statutory guidance on the Tenant Fees Act 2019 has been published and can be found [HERE](#).

Landlords or letting agents must not ask for, encourage or accept any pre-tenancy payment of rent. This means the landlord or agent cannot ask the tenant to make the first, or any other rent payment, until after the tenancy agreement is signed by both parties. Only once the tenancy has been signed, it is possible for the landlord/agent to ask the tenant to make the initial rent payment. The rent paid for the first rental period cannot be more than the usual monthly rent. Any existing agreements that are in place before the commencement date, which have clauses that have rent payable in advance, will continue to be valid.

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.

COMMENCEMENT DATE: 1st May 2026



PRS LANDLORD OMBUDSMAN

The RRA introduces a new Private Rented Sector Landlord Ombudsman Service, which all private landlords in England with assured or regulated tenancies will be required by law to join, including those who use a letting agent. A fee will be charged to the landlord for joining. Tenants will be able to use the service for free to complain about a landlords' actions or behaviours. This will follow as 'Phase 2' of the Act where the PRS Database and PRS Landlord Ombudsman will be introduced.

The Act includes robust enforcement measures for the Ombudsman Service. Local councils will be able to take action against landlords who fail to join, or against anyone [an agent] who markets a PRS property where the landlord is not registered. This will include civil penalties of up to £7,000 for initial breaches and up to £40,000, or criminal prosecution, for continuing or repeated breaches. Tenants can seek Rent Repayment Orders against their landlord if the landlord commits an offence by persistently failing to join the Ombudsman service.

The Ombudsman will have authority to compel apologies, take remedial action and pay compensation of up to £25,000 to tenants, and the scheme is intended to provide solutions to issues more quickly and cheaply. Landlords who are members of the ombudsman must abide by the ombudsman's decisions. Possession claims still remain within the jurisdiction of the County Court, and rent reviews remain with the First Tier Tribunal [FTT].

This will be rolled out in two key stages beginning from late 2026: Stage 1: Regional Rollout of the Database for Landlords and Local Councils and Stage 2: Further Roll out of the Database and Introduction of the PRS Landlord Ombudsman.

COMMENCEMENT DATE: Currently not known

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GROUNDS FOR POSSESSION

From the commencement date of 1st May 2026, the removal of the Section 21 notice means 'no fault' evictions are no longer possible, save in the specific circumstances set out in the reformed and expanded Section 8 notice provisions. All possession proceedings will need to be started using a Section 8 notice and the landlord will need to establish a Ground or Grounds for Possession. Under the Act, some grounds have been amended and some new grounds have been introduced. Many grounds now require an increased notice period of 4 months. Updated statutory guidance on grounds for possession has been published and can be found [HERE](#).

Ground specified in the Notice	Period
1, 1A, 1B, 2, 2ZA, 2ZB, 2ZC, 2ZD, 4A, 6, 6A, 6B	four months beginning with the date of service of the notice
5, 5A, 5B, 5C, 5D, 5H, 7, 9	two months beginning with the date of service of the notice
5E, 5F, 5G, 8, 10, 11, 18	four weeks beginning with the date of the service of the notice
4, 7B, 12, 13, 14ZA, 14A, 15, 17	two weeks beginning with the date of the service of the notice

Landlords will need to be registered on the PRS database to use certain possession grounds. Tenants will also benefit from a 12-month protected period at the beginning of a tenancy, during which landlords cannot evict them to move in or sell the property.

COMMENCEMENT DATE: From 1st May 2026

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ENFORCEMENT

From the commencement date of 1st May 2026, reforms under the Act will extend councils' powers to collect and retain revenue for future enforcement work from financial penalties against landlords who breach the rules. Initial or minor non-compliance will incur a civil penalty of up to £7,000 and serious, persistent or repeat non-compliance, will incur a civil penalty of up to £40,000, with the alternative of a criminal prosecution.

Some of the reforms provide councils with a range of new investigatory powers which allow them to enforce the reforms. New council powers, which come into force on 27th December 2025, include the ability to; enter a business property to seize documents, ask people or organisations for information and to enter a residential property if specifically authorised. The Act contains powers to enter a rental sector business premises with, and without, a warrant under sections 118 and 121 respectively.

A Rent Repayment Order [RRO] is a mechanism through which, currently, a landlord who has committed an offence can be ordered to repay an amount of rent to the tenant or local authority. 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 reasonable doubt, that the landlord has committed one of the listed offences, it can order the landlord to repay an amount of rent. Local authorities can also pursue RROs where the rent has been paid by Housing Benefit or Universal Credit.

The RRA extends Rent Repayment Orders to the offences of knowingly or recklessly misusing a possession ground, breach of a restriction on letting or marketing a dwelling-house, continued tenancy reform breach after imposition of a financial penalty, continued breach of landlord redress scheme regulations after imposition of a financial penalty for this breach, provision of false information to the PRS Database when purporting to comply with PRS Database regulations, and continued failure to register with the PRS Database after imposition of a financial penalty for this breach. The period in which rent can be claimed under a RRO will double (to 24 months) and the limitation period in which a claim can be brought is also doubled to the same period.

COMMENCEMENT DATE: New council investigatory powers, from 27th December 2025, remaining enforcement powers, from 1st May 2026

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PRS DATABASE

The RRA introduces a new Private Rented Sector Database. All landlords of assured and regulated tenancies will be legally required to register themselves and their properties on the database and can be subject to penalties if they market or let a property without registering it and providing the required information. Failure of a landlord to comply will prevent repossession of the property [except if possession is sought under Ground 7A or 14]. This will follow as 'Phase 2' of the Act where the PRS Database and PRS Landlord Ombudsman will be introduced.

Entries on the Database will include details such as Banning Orders, relevant convictions, and financial penalties imposed. Local Authorities will maintain the PRS Database and collect a fee for registration. The Database will be publicly available.

The local authority can impose a civil penalty of up to £7,000 if the regulation is breached, and up to £40,000 for persistent or repeated violations, or could face criminal prosecution.

Tenants are able to apply to the FTT for a Rent Repayment Order of up to 2 years rent if the landlord supplies false, or misleading information to the database, or repeats or continues a breach after receiving a penalty. This will be rolled out in two key stages beginning from late 2026: Stage 1: Regional Rollout of the Database for Landlords and Local Councils and Stage 2: Further Roll out of the Database and Introduction of the PRS Landlord Ombudsman.

COMMENCEMENT DATE: Currently not known

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RENTAL DISCRIMINATION

From the commencement date of 1st May 2026, the Act will take action to address rental discrimination practices in the PRS. It addresses both overt discriminatory practices, such as 'No DSS' adverts, and situations where landlords or letting agents use other indirect practices in order to prevent someone entering into a tenancy.

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 can do this based on affordability, but not on the basis that the prospective tenant has children or is in receipt of benefits. The local authority can impose a civil penalty of up to £7,000 if the regulation is breached.

The Act will ensure that 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. Therefore, a landlord cannot be compelled to discriminate by their mortgage or superior landlord agreement.

In respect of insurance restrictions, 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.

COMMENCEMENT DATE: From 1st May 2026