

What landlords need to know about the Renters' Rights Act

This guide was created in collaboration with Suzanne Smith of The Independent Landlord. It provides a clear, practical overview of the key changes introduced by the Renters' Rights Act and what landlords need to do to stay compliant. From tenancy reforms and rent rules to new tenant rights and penalties, it's designed to help landlords prepare for the upcoming changes with confidence.

Introduction to the Renters' Rights Act 2025

The way landlords let properties to tenants in England will fundamentally change on 1 May 2026.

The Act will change the relationship between tenants and landlords and, to use the words in the **official guidance**, “provide tenants with greater security and stability and empower them to challenge bad practice without fear of retaliatory eviction”.

Not only are there many new rules for landlords to digest, but local authorities will have significantly increased powers to investigate suspected breaches, as well as the power to impose civil penalties of up to £7,000 for a single breach.

Also, if a landlord commits one of 13 offences, tenants will have the right to apply to the First-tier Tribunal for a rent repayment order of up to two years' rent.

Consequently, it is very important for landlords to understand the changes the Renters' Rights Act is bringing, and what landlords will need to do when the new tenancy regime comes into force on 1 May 2026.

Read on for an overview of the key changes that will happen on 1 May.



6 ways that letting will change on 1 May 2026

1.

Tenancies will change

Currently, the assured shorthold tenancy (AST) is the default tenancy where an individual rents a property as their main or only home, they do not live with the landlord, and the rent is between £250 (£1,000 in London) and £100,000 a year.

Tenants now typically sign up for a fixed term of either 6 or 12 months, which will either be extended by a “renewal” or turn into a periodic or rolling tenancy at the end of the fixed term. Unless a landlord agrees to release them or there is a break clause, tenants need to wait until the end of a fixed term before they can end the tenancy.

Provided landlords have complied with certain obligations, it is currently fairly straightforward for the landlord to end a tenancy. This is because they can serve a section 21 ‘no fault’ eviction notice which does not require them to say why they wish the tenant to leave.

On 1 May 2026, this will change, as this is when the new assured periodic tenancy system will come into force. On this date:

- All existing ASTs will automatically become assured periodic tenancies. If the tenancy was part way through a fixed term period, it will turn into a rolling, periodic tenancy.
- The AST will not “end”, but it will transform into an assured periodic tenancy and be treated as if it is one continuing tenancy.
- There will be no more “renewals”, as there will be nothing to renew. The tenancy will continue until it is ended by either the landlord or the tenant.
- Tenants will be able to terminate at any time, as long as they serve two months’ notice in writing, which can be by text message.
- Landlords will no longer be able to serve a section 21 notice to end a tenancy on or after 1 May, even if the tenancy agreement says they can.
- The only legal way for landlords to end a tenancy will be to serve a section 8 notice, relying on one or more statutory “grounds”.

Landlords must not use ASTs for new tenancies from 1 May and will need to use a new agreement that is suitable for assured periodic tenancies.

If a landlord or letting agent tries to get around these rules by, for instance, telling a tenant they are bound by a fixed term period, or serving a new section 21 notice on or after 1 May, the local authority may impose a civil penalty for up to £7,000 for a single breach.

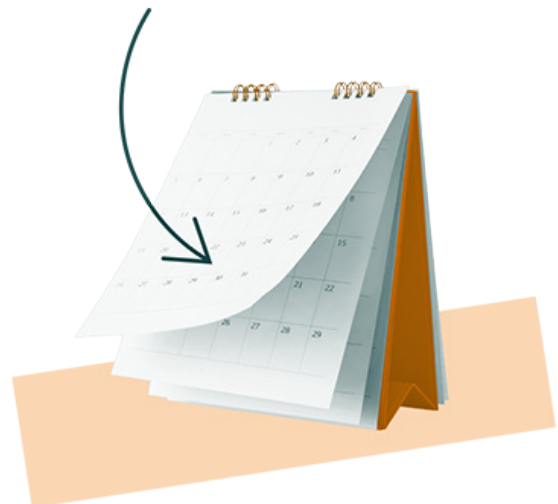
2.

New rules on how landlords charge rent

For tenancies entered into from 1 May, landlords will only be able to charge rent for periods of up to a calendar month and will not be able to require tenants to pay rent in advance.

It will also be a breach of the Tenant Fees Act 2019 if a landlord or letting agent asks a tenant to pay rent or accepts rent, before the tenancy agreement is entered into.

When looking for new tenants, any advert, listing or offer will have to state a specific proposed rent for the tenancy, and landlords will not be able to ask for or accept more than this amount.



3.

Compulsory statutory process for increasing rent

From 1 May 2026, the only valid way to increase rent will be by following the section 13 process. This will involve serving notice of the rent increase at least two months before the higher rent is due to start, using a new Form 4A, which will be available on the GOV.UK website.

Landlords will only be able to increase the rent once a year and will not be able to do so in the first 12 months of a tenancy.

Any other method of increasing rent will be null and void, even if the tenancy agreement says otherwise.

4.

Tenants' greater rights to challenge rent

From 1 May 2026, it will be easier for tenants to challenge the amount of rent in the first six months of a tenancy. They will be able to do this at the First-tier Tribunal (FTT), which will be able to reduce the rent if they decide it is more than the open-market rent. Previously, the rent had to be "significantly higher" than the rent for similar properties for the FTT to be able to reduce the rent.

Tenants will also be able to challenge rent increases at the FTT, which will have the power to set the rent at the open market rent if it is lower than the rent proposed in the section 13 notice. Any rent increase will be delayed until after the tribunal makes a decision.

5.

New rules for choosing tenants

Landlords will not be able to refuse to allow someone who has children or who receives benefits to view or rent a property, unless there is an objective reason to turn them down.

For instance, if the property is too small for the family or the applicant cannot afford the rent, once their benefits are taken into account.

6.

New procedure for tenants to ask to keep a pet

Under the Renters' Rights Act, tenants will have a formal right to request permission from their landlord to keep a pet. Once the request is made, a landlord must respond within 28 days. The request cannot be refused without a valid reason, such as a clause in the tenancy agreement that prohibits pets.

Changes to come into force at a later date

A number of other changes are due to come into force at a later date, including:

- **PRS Database.** Landlords will need to have active entries on the PRS Database for both themselves and their rental properties when it is fully rolled out. This is likely to be in 2027.
- **PRS Landlord Ombudsman.** It will be compulsory for landlords to join the PRS Landlord Ombudsman scheme once it is launched, which will probably be in 2028.
- **Decent Homes Standard.** This will set minimum standards for homes in the private rented sector when it comes into force after 2035.
- **Remedying serious hazards.** The government plans to consult on the details of extending "Awaab's Law" to the private rented sector, including the specific timescales for landlords to remedy serious hazards.

What landlords need to do

1.

Understand the changes and keep up to date

Landlords should take some time to familiarise themselves with the new rules, even if they use letting agents.

I very much recommend reading the excellent government guidance, which is available here: [Renting out your property: guidance for landlords and letting agents](#).

Additional resources are available via links provided at the end of this guide.

2.

Let your tenants know about the changes

The government will be launching a media campaign for tenants in April 2026, but it's a good idea for you or your letting agent to speak to your tenants before then, to explain how their tenancy will be changing. For instance, if their fixed term will end on 1 May.

3.

Provide the relevant documents to tenants by 31 May

If a landlord has an existing tenancy that is not in writing, they must ensure their tenants receive a written summary of the main terms by the end of May 2026.

Where there is already a written tenancy agreement, there is no need to issue a new tenancy agreement. However, landlords must ensure their tenants receive a copy of the official information sheet by 31 May. The government will be publishing this in March.

If landlords let to full-time students in an HMO and wish to recover possession using the new Ground 4A, they will need to provide a notice to their tenants that they intend to do so by 31 May.

The Renters' Rights Act marks one of the most significant shifts in the private rental sector in decades. By understanding the changes and acting early, landlords can protect their investments, maintain positive tenant relationships, and avoid costly penalties. Staying informed isn't just good practice, it's essential for compliance and long-term success.



Suzanne Smith is the founder of **The Independent Landlord**, a trusted resource for landlords navigating the complexities of property letting. Suzanne covers more detail on the Renters' Rights Act in her blog post [Renters' Rights Act Guide: The 12 key provisions](#). To explore more of Suzanne's content or sign up to her free weekly newsletter, visit her website [here](#).

Please note: The insights in this guide reflect Suzanne Smith's personal experience as a landlord and founder of The Independent Landlord. They are provided for general information purposes only and should not be interpreted as legal or financial advice.