

# Renters' Rights Act 2025 – some key points for landlords

April 2026



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From 1 May 2026 the Renters' Rights Act 2025 (the “Act”) makes key changes to the law and practice for assured tenancies and assured shorthold tenancies in England. The changes do not apply to common law tenancies or genuine licences. Here are our Legal Updates on the Act - [here](#) and [here](#). The most recent version of the Government's explanatory notes to the Act can be found [here](#). This note is prepared based on the law as currently understood at 2 April 2026, although subsequent secondary legislation and guidance may change the position.

## From 1 May 2026

### Existing assured shorthold tenancies (“ASTs”)

1. Existing ASTs are automatically converted to assured periodic tenancies (“APTs”). This means that the term under the APT will no longer be fixed. It will operate on a rolling monthly periodic basis, continuing unless and until it is terminated in accordance with Housing Act 1988 (as amended by the Act).
2. Landlords can no longer use a Section 21 (“no fault eviction”) notice to terminate the tenancy<sup>1</sup>. A Section 8 Notice, specifying a statutory possession ground is required under the Housing Act 1988 (as amended by the Act).
3. A tenant will be permitted to terminate the APT on two months' notice to the landlord given at any time. A notice to terminate served by a tenant must align with a tenancy period which is usually a rent payment date but not always.
4. Provisions that have been changed by the Act (such as the term, rent increases or “no fault” eviction) will be of no effect and attempts to rely on these may result in fines.
5. It is crucial that landlords give their tenants certain information about the new APT within a required timeframe (see below).

### What information does a landlord and letting agent need to give a tenant who has an existing assured tenancy or AST?

Where a tenant has an assured tenancy or AST:

- created before 1 May 2026 and
- the tenancy is in writing or there is a wholly or partly written record of terms,

then the landlord and its letting agent (if any) **must** give a Government produced Information Sheet to the tenant in the prescribed form.

Landlords and their letting agents (if any) must give this Information Sheet to their tenants by **31 May 2026**, otherwise the landlord and/or agent could be fined up to £7,000. If there is a letting agent who manages the

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<sup>1</sup> The last day to serve a Section 21 Notice will be 30 April 2026, after which any attempt to use this route will be invalid. Existing possession proceedings issued on the Section 21 basis will continue unaffected beyond this date and there will be a brief transition period of three months to issue possession proceedings for valid Section 21 Notices served before 1 May 2026.

property on the landlord's behalf, the agent must provide the Information Sheet to the tenant, even if the landlord has also provided it.

The Information Sheet can be accessed at [The Renters' Rights Act Information Sheet 2026 - GOV.UK](#) and explains to tenants how their tenancy is affected by the changes introduced by the Act.

A copy of the Information Sheet must be given to every tenant named on the tenancy.

Landlord and letting agents (if any) should carefully comply with the following precise points in relation to providing the Information Sheet:

- The Information Sheet is only valid when downloaded from the following linked page [The Renters' Rights Act Information Sheet 2026 - GOV.UK](#).
- The exact PDF found at the top of this page [The Renters' Rights Act Information Sheet 2026 - GOV.UK](#) must be given.
- The exact PDF must be provided to the tenant by either:
  - printing a hard copy, which is posted or given to the tenant by hand or
  - sending the PDF electronically as an attachment, for example, to an email or text message
- Landlords and letting agents must not email or text a link to the PDF to the tenant, as this will not be valid.

Importantly, the Act does not require the change or re-issue of any existing written tenancy.

## From 1 May 2026

### New assured periodic tenancies (“APTs”)

1. The APT must be periodic; it must not have a fixed term. The APT will operate on a rolling monthly periodic basis, continuing unless and until it is terminated in accordance with the Housing Act 1988 (as amended by the Act), using a Section 8 Notice.
2. A tenant will be permitted to terminate the APT on two months' notice to the landlord given at any time. A notice to terminate served by a tenant must align with a tenancy period which is usually a rent payment date but not always.
3. The legislation requires landlords to give their tenants a written statement of certain terms and information and the statement is likely to be included in the APT itself (see for example the BPF's [APT](#) here). The information to be provided is contained in legislation available [here](#).

## Some points to note for both existing ASTs converted to APTs and for new APTs from 1 May 2026

1. **Rent in advance:** Landlords will no longer be permitted to accept, demand or encourage the payment of rent in advance of the tenancy commencing, in excess of one month's rent, even if a tenant requests to do so to improve their eligibility criteria.
2. **Challenge to rent:** A tenant can challenge their rent at any time in the first six months of the tenancy by referring it to the First-tier Tribunal ("FTT").
3. **Rent increases:**
  - The APT must not include a contractual rent review provision. If the landlord makes a new proposal to increase the rent under the tenancy, the landlord must serve a notice (**form 4A**) on the tenant(s) at least two months before the new rent can start, in accordance with section 13 of the Housing Act 1988 (as amended by the Act). The rent can only be increased once a year (using the section 13 process) and the rent cannot be increased until 52 weeks have passed since the tenancy began. The new rent must start at the beginning of a tenancy period. The tenant has the right to appeal against the level of the increase to the FTT.
  - There is a £47 fee for the tenant to make an application to appeal against the increase and there is no separate fee for the FTT hearing. Importantly, even if the tenant's appeal is unsuccessful, the rent payments **cannot** be backdated. There are, therefore, no disincentives (other than the fee and administrative burden) to the tenant challenging the increase.
  - In most cases, any further rent increase must be at least 52 weeks after the previous increase. However, the new rent date cannot be more than 6 days before the anniversary of the date of the first rent increase (if any) after 11 February 2003<sup>2</sup>.
4. **Pets:** Tenants will be able to request a pet in their property and a landlord cannot unreasonably refuse this request. It will be reasonable to refuse this request if a superior lease does not permit pets in the building. Otherwise, reasonableness will be determined on a case-by-case basis including the type and quantity of the pet, the type of accommodation and the effect on other tenants (including noise and allergies).
5. **Section 8 ground for possession:** A Section 8 Notice specifying a statutory ground for possession is required under the Housing Act 1988 (as amended by the Act) to obtain possession of the property. The amount of notice which must be given to tenants varies depending on which ground is chosen but most vary from four weeks to four months. These grounds also differ between mandatory and discretionary, i.e. for some grounds the FTT must order possession if the landlord can satisfy the ground (such as ground 8 for rent arrears<sup>3</sup>) and for others the FTT has discretion whether or not to order possession. The grounds for possession are varied and include landlord intends to sell the property (this ground can only be used after the tenancy has been in place for at least 12 months); rent arrears; disrepair; landlord redevelopment; breaches of tenancy agreement; antisocial behaviour; and criminal behaviour (see Government guidance [here](#)). It is possible to agree a surrender of the tenancy at any time, which allows more flexibility regarding termination and timings.
6. **Private Rented Sector Database and Redress scheme:** From late 2026 landlords will be required to register each property on a Private Rented Sector Database and pay a fee. It is likely the landlord will need to include documents relating to that property, for example, gas safety certificates and EPCs. Failure to register is likely to result in fines and, potentially, a prohibition on recovering possession. All private landlords in England must join a Government-approved redress scheme, administered by a new Private Rented Sector Landlord Ombudsman. Further guidance will be issued nearer the time.

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<sup>2</sup> This information is provided in question 4.4 of form 4A (the Landlord's notice proposing a new rent).

<sup>3</sup> Arrears of either thirteen weeks or three months, depending on if the rent is payable weekly or monthly.

7. **Other legislation:** There is a wide body of landlord and tenant legislation that governs the letting of residential tenancies, most of which is unaffected by the Act. This includes legislation in relation to:
- tenancy deposit schemes
  - Tenant Fees Act
  - requirement to carry out right to rent
  - statutory requirement to ensure that all statutory repairs have been carried out, the property is fit to live in and there are no hazards
  - EPCs
  - gas safety certificate
  - electrical inspections
  - fire risk assessments and meeting of fire safety standards
  - smoke and carbon monoxide alarms
  - where necessary, a relevant HMO licence (either mandatory or additional) or selective licence.

#### Private purpose-built student accommodation (“PBSA”)

1. PBSA, meeting certain criteria, will be exempt from the assured tenancy framework under the Act, so that, from 1 May 2026, landlords can grant students common law tenancies that have fixed terms aligning with the academic year and rent can be taken in advance.
2. The exemption is contingent on either the landlord or its managing agent being a member of a Government-approved code of practice (currently ANUK/Unipol and UUK). Of concern, there will be a transition period during which ASTs, which have already been granted by PBSA providers prior to commencement of the Act, will be affected by the changes under the Act. PBSA providers should therefore plan for this transition period and note the ability of relevant tenants to, amongst other matters, be able to terminate their tenancy on 2 months’ notice.
3. To ease the transition period and give PBSA providers more certainty on recovering possession at the end of the current academic year, some changes have been made to the new possession ground 4A to allow it to be used for converting ASTs. Advance notice will be required to use this ground and a vacant possession strategy should be formulated based on individual portfolio make-ups and commercial requirements.
4. Some PBSA providers are entering into student tenancies now for a September 2026 start in the belief that they will be able to rely on the exemption once 1 May 2026 comes round. The exemption, however, is clear that the date for consideration is the date that the tenancy is granted and if the exemption is acquired later, it does not affect a tenancy granted before then. This may lead to PBSA providers inadvertently finding themselves committing offences under the Act from 1 May.

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