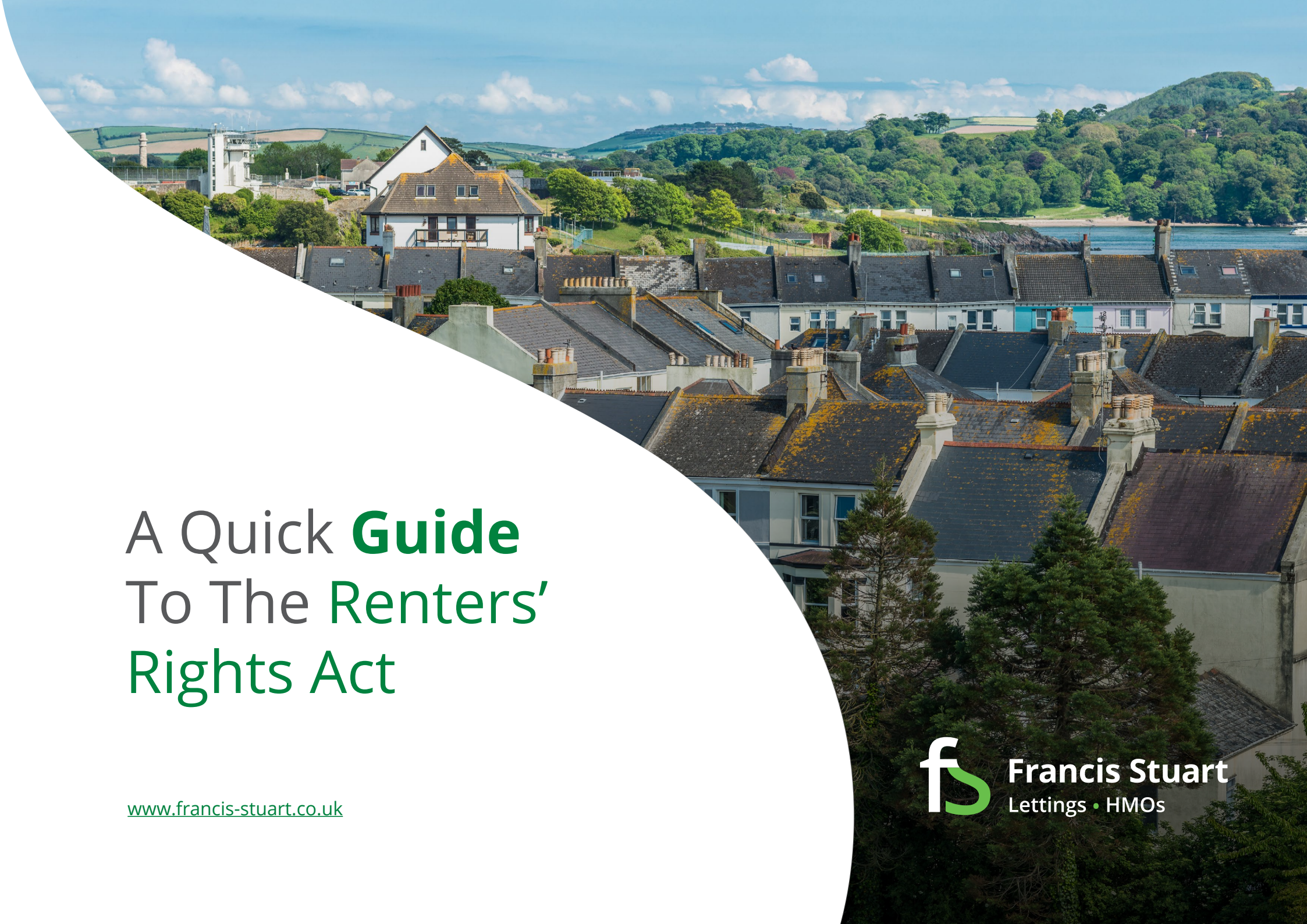




A Quick **Guide** To The **Renters'** **Rights Act**

www.francis-stuart.co.uk



Francis Stuart
Lettings • HMOs

The Renters' Rights Act proposes major reforms to the private rental sector in England and (to a lesser extent) Wales and Scotland - affecting landlords, letting agents, and tenants alike.

This quick guide summarises the most important changes, including:

- Restrictions on rent bidding and marketing practices
- Greater rights for tenants to keep pets
- New tenancy structure and rules on rent increases
- Clearer grounds for termination and limits on “no-fault” evictions
- Expanded local authority powers for enforcement

This briefing is essential for anyone involved in residential property letting or management.





How We're Adapting

At Francis Stuart, we've been researching and educating ourselves on this Act since early 2024.

This is arguably one of the largest changes made in the housing sector since the introduction of the Housing Act (1988) and further revision in 2004, and as such it is critical as Agents that we are competent and knowledgeable in this field in order to competently undertake our roles.

With this in mind, we've been actively undertaking training since November 2024 and, across our team, have undertaken training with several Solicitors and Property Associations, ultimately so our clients don't have to.

However, if you would like to educate yourself more on this change, we would recommend making contact with the following reputable organisations to find out what courses they are currently running:

- The National Residential Landlords Association
- South West Landlords Association
- Ashfords LLP
(Plymouth Property Litigation Team)
- SPECTOR CONSTANT & WILLIAMS SOLICITORS
- Goodlord
- The Lettings Hub

With this, we'd like to thank David Smith of Spector, 'Constant & Williams for writing this guide for our clients to make sure you have a comprehensive outline of the changes this law brings.

Understanding this legislation is just one half of the job, however. Adapting and implementing documents and processes to stay on the right side of the law is going to be crucial, and we do have a clear plan in order to ensure this is possible.

Here is Our plan

Actions our team are taking

Dec 2025

- Doing a complete audit of all property folders and documents held (on top of routine audits we undertake) reviewing all current internal processes, and outlining adaption required reflective of the legislation
- Reviewing all documents currently held and regularly used, and then compiling a database both of documents we hold and documents we need to adapt/create
- Beginning a review of our terms of service, to ensure our services align with the changes
- Undertaking our standard annual review of services
- Training with Ashfords LLP property litigation team
- Roll out of regular information begins on our social media and Landlord Club

Jan & Feb 2026

- Creating and adapting all guidance and documents, internal and external, required
- Reviewing all current internal processes, and outlining adaption required reflective of the legislation
- Notifying our Landlords and Clients of any service changes reflective
- Notifying Tenants of the change, and putting out guidance to ensure they are aware of the implementation date looming
- Review of tenancy pack, including tenancy agreement, once the Government issues their recommended documents

March 2026

- Contact Landlords where we recommend Tenancy Agreements are re-issued as the new periodic tenancies in place of existing tenancy documents
- Begin to issue new leaflet to all tenants, required to be issued by 01/05/2026
- We will begin using the new periodic tenancy pack for all new tenancies
- New terms of service will be due to take effect
- We will be doing a “final call” for Section 21’s to be served

April 2026

- Last Section 21’s to be issued no later than 30/04/2026, to be proceeded with no later than 31/07/2026
- Final preparations ahead of Phase 1 of the Renters Right Act commencing

May 2026

- First phase of the Renters Right Act will take effect



Marketing

RENT BIDDING

All rental adverts must include a specific sum for rent. If there is no advert then this sum must be specified in the written offer. Prospective tenants can be asked to bid up to the advertised sum but cannot be encouraged to bid over that sum and no offer over the advertised sum can be accepted.

Care should be taken in accepting very high bids as tenants can ask for the rent to be reduced in the first six months of the tenancy if the rent is over the market level, even if they bid that sum.

DATABASE AND REDRESS

Landlords must join the Private Rented Sector Database and the PRS Landlord Ombudsman before the property can be marketed. Database identification numbers for landlord and property must be included in adverts.

PETS

Properties may be advertised as being unavailable for pets but subject to the Equality Act, prevention of discrimination against disabled people so service animals must be permitted. However, landlords may not unreasonably refuse a tenant request to keep a pet once the tenancy has begun (see below).

DISCRIMINATION

A landlord may not discriminate against prospective tenants on the basis that:

- they might or will have children living at the property or visiting regularly; or
- they are or might be in receipt of state benefits.

Landlords may discriminate if there is an insurance policy which pre-dates the and has not been extended or renewed and it has a clause requiring that the property not be let to tenants on benefits or with children. Otherwise no restriction in an insurance policy, mortgage, or superior lease will be effective if it prohibits children or benefit tenants.

Landlords may discriminate if it is a proportionate means of achieving a legitimate aim. So, refusing children if it would lead to the property being statutorily overcrowded. Income is also a valid consideration when considering tenants on benefits and nothing prevents them being refused on the basis that they cannot afford the rent.

The discrimination provisions will also apply in Wales and Scotland, but subject to implementation timelines and guidance from their respective devolved governments.

Tenancy Setup

TENANCY TERMS

Landlords must give the tenant a written statement of the terms of the tenancy in the form specified by government. On implementation existing tenants will have to be given a government provided note of what is changing within one month, but will not need their tenancy agreements replaced.

Rent cannot be taken in advance of the tenancy agreement being signed and executed, but the deposit can be.

TENANCIES

All tenancies are assured periodic tenancies from the outset. So they continue indefinitely until termination by tenant notice or landlord notice for specific reasons. Any attempt to create a fixed term or use a break clause or notice to quit is an offence.

RENT

Rent periods may only be monthly or less. Nothing longer can be asked for. For the first month only one month can be accepted. In subsequent months tenants can voluntarily pay more but cannot be required to do so. Tenancies that pre-date the can have rent in advance clauses and rely on them.

Rent can only be increased annually by service of a statutory s13 notice. Rent increase clauses and agreements to increase the rent are of no effect. The s13 notice must specify a new market rent and a rent payment date which is not less than two months in the future when the rent will increase to that sum.

After a s13 notice has been served a landlord and tenant can agree a rent which is lower than the sum specified on the notice by way of a written agreement. Otherwise the rent increases automatically on expiry of the notice unless the tenant applies to the First-Tier Tribunal to contest the increase.

There is no fee to apply to the FTT. The FTT will use the rents for comparable properties to determine the proper market rent. The rent will not increase until the next rent due date after the FTT makes its determination or the FTT can add a further two-month delay in cases of undue hardship.

The government is intending to create a new body to assess rents without involving the FTT presumably as a first step with the FTT as an appeal option.

An aerial photograph of a residential neighborhood. In the foreground, a large, dark green evergreen tree is partially visible. Behind it, a row of terraced houses with dark roofs and light-colored walls is visible. The roofs have several chimneys and some moss or lichen growth. In the background, there are more houses, green trees, and a glimpse of a body of water under a clear sky.

Property Management

STANDARDS

The Decent Homes Standard is added to the Housing Health and Safety Rating System (HHSRS). This allows local authorities to immediately issue fines for more serious failings of standards.

Awaab's law will be added to the PRS and requires landlords to investigate damp and other serious hazards promptly and deal with them on a set timelines. Failure to comply allows the tenant to seek damages alongside those for disrepair.

PET REQUESTS

A landlord may not unreasonably refuse an existing tenant's request to keep a pet. Requests to keep pets must be responded to within 28 days. If a superior landlord prohibits pets and they will not give permission when asked this is a reasonable basis to refuse a pet.

In other cases it will be for the landlord to show that the request was reasonable. If a landlord refuses a pet unreasonably then the tenant can complain to the redress scheme or simply get the pet anyway and defend any attempt to evict them for having a pet on the basis that the refusal was unreasonable.

Tenancy Termination

NOTICES

A tenant may terminate the tenancy at any point by serving a two-month notice in writing on the landlord. That notice must expire at the end of a period of the tenancy (the day before the rent is due). If there are joint tenants then notice by one will be effective for all tenants.

A landlord may only terminate the tenancy by serving a s8 notice specifying one or more appropriate grounds for possession. Different grounds have different notice periods.

The notice is to be provided on the government website and can be changed at any time by altering it on the website.

A summary of the main grounds for possession can be found below. Negligently or wilfully telling a tenant that you intend to rely on a ground or service of a notice that is defective or relies on grounds without foundation is an offence if the tenant leaves within four months of the notice being served without the matter going to court.

INVESTIGATION AND ENFORCEMENT

Local Authorities have increased investigatory powers. The requirement to give notice before entering a property to assess whether an HMO licensing offence has been committed has been removed by the RRA.

Authorities also have considerably increased powers to enter premises used by property businesses, which is broadly defined, if they believe that the business has information about the commission of a property offence, even if that business is not itself committing an offence. The new investigatory powers come into effect automatically two months after Royal Assent.

Local authorities are obliged to enforce new offences and penalties under the RRA. Any offence under the can also be dealt with by way of a civil penalty. Most penalties are £7,000 for a first offence, rising to £40,000 for repeat offending

Tenants may apply to the FTT for a Rent Repayment Order for up to 24 months of rent for many offences and they are able to make those applications for up to 24 months after the offence ceases to be committed, rather than the current 12 months. Redress schemes can also deal with tenant complaints and can require payment of damages or eject a landlord from the scheme for serious breaches.

A Summary of the Grounds for Possession 1

GROUND	DESCRIPTION	NOTICE	COMMENTS
1	Landlord, spouse or civil partner, children, siblings, grandparents, grandchildren wish to occupy	4 months	Restriction on marketing for or re-letting from date of service of notice plus 12 months from date of expiry. 16 months in all. Companies or trusts cannot use.
1A	Landlord wishes to sell or grant a lease of more than 21 years	4 months	Restriction on marketing for or re-letting from date of service of notice plus 12 months from date of expiry. 16 months in all.
1B*	Landlord wishes to sell or grant a lease of more than 21 years	4 months	
2	Mortgagee in possession wishing to sell	4 months	Must be used by mortgagee.
2ZA*	Superior landlord has given notice to terminate the superior tenancy	4 months	Could be used by Housing Associations to offer a form of rent to rent.
2ZB-2ZD*	Superior tenancies ending	4 months	Various grounds to allow termination where a superior tenancy is to end.
4	Property previously let to students	2 weeks	Let on PBSA exemption in the last 12 months.
4A	Property let to students	4 months	Occupied wholly by full-time students, possession required between 1 June and 30 September, tenancy signed not more than six months before tenants occupied. Notice must be given to tenant before tenancy commences.
5	Property required for the use of a minister of religion	2 months	
5A	Property required for a seasonal employee	2 months	Employee must be working at least 35 hours per week in agriculture.
5B*	Property required for key workers	2 months	
5C	Let in consequence of employment	2 months	Employee is no longer in that employment or it was a temporary arrangement at the outset of the employment.

 Mandatory Grounds
  Discretionary Grounds
  Social Landlords Only

A Summary of the Grounds for Possession 2

GROUND	DESCRIPTION	NOTICE	COMMENTS
5D*	Key workers	2 months	Tenancy agreement included a requirement connected with tenant employment which is no longer fulfilled.
SE-SH	Various grounds for social and supported housing	4 weeks (2 months for SH)	Social landlords or supported housing providers only.
6	Redevelopment	4 months	Landlord can show that they have intend to substantially develop or reconstruct and this cannot be done with the tenant in place. Social landlords must offer alternative accommodation.
6A*	Alternative accommodation	4 months	Alternative accommodation was provided temporarily by a social landlord to allow for eviction under ground 6.
6B	Unlawful letting	4 months	Landlord must comply with banning order, overcrowding notice, HHSRS notice, or an HMO licence
7	Tenancy inherited through will or intestacy	2 months	Only where it is a second such succession.
7A	Serious offences	No Notice	Conviction for serious offences, various breaches of ASBCPA.
7B	Right to rent	2 months	Secretary of state must have given notice that some tenants have no right to rent.
8	Severe rent arrears	4 weeks	Three months arrears. Unpaid UC cannot be counted against arrears.

A Summary of the Grounds for Possession 3

GROUND	DESCRIPTION	NOTICE	COMMENTS
--------	-------------	--------	----------

9	Suitable alternative accommodation is available	2 months	
10	Some arrears of rent	4 weeks	
11	Persistent late payment of rent	4 weeks	
12	Breach of contract other than rent arrears	2 weeks	
13	Deterioration of the common parts due to the tenant	2 weeks	
14	Nuisance or ASS or interference with management	No Notice	
14ZA	Conviction of the tenant for an indictable offence at a riot	2 weeks	
14A*	Domestic violence by one tenant on another	2 weeks	
15	Deterioration of furniture due to the tenant	2 weeks	
16	Moved to ground SC so no longer exists		
17	Landlord was induced to grant the tenancy by a false statement by the tenant	2 weeks	
18	Tenant has unreasonably refused to co-operate with the person providing support services	4 weeks	

 Mandatory Grounds
  Discretionary Grounds
  Social Landlords Only

Renters' Rights Act

Implementation Timelines

One of the harder things for most people to understand is what they have to do as the Renters' Rights Act is rolled out and when things are likely to come into effect. Most of the Act will not come into force immediately on Royal Assent and some parts of it will take some time to put together as it relies on other things being operative. It is not possible to be certain when each part comes into effect until the

government formally announces it, and even then implementation dates can be changed at short notice. However, it is possible to make some educated guesses as to when things are likely to come into effect. What has to happen at those points is rather more clear as much of it is set out in the itself.

Date	Event	Notes
* Represents an estimated date		
27 October 2025	Royal Assent	This makes the Bill an Act and allows for the making of regulations only but most of the provisions do not come into force immediately. The provision allowing a for a single Lead Enforcement Authority comes into effect at Royal Assent.
Two months after Royal Assent 27 December 2025	Automatic commencement of: • New exemptions to HA 1988 tenancies • LHA reporting duties • New LHA investigatory powers	Leases over 21 years will no longer be ASTs. Local authorities will have new investigation powers including not having to give notice before entering suspected HMOs, wantless entry to property businesses, wide powers to remove documents.
* January 2026		Wording of tenancy agreements made available.
* March 2026		New leaflet to be sent to all existing tenants made available.

Date	Event	Notes
* Represents an estimated date		
1 May 2026	Implementation of: • Ending s21, fixed terms, ASTs • New grounds of possession • New rent increase rules • New wording for tenancy agreements • Bans on rent in advance • Permission for pets • Non-discrimination provisions • New LHA investigatory powers	This is the implementation of the core parts of the Act that most people will have heard of such as ending s21 and fixed terms, controlling rent increases more tightly etc. Landlords and agents will not be able to discriminate against tenants or prospective tenants on the basis that they have children visiting or living with them or are on state benefits.
1 June 2026 after implementation of S21 changes	Notice service	All existing tenants must be sent a copy of the government-provided leaflet explaining what is changing in their tenancies. All student tenants must be sent a notice of the intention to rely on ground 4A if the landlord wishes to do so.
1 August 2026		All possession claims for old s8 and s21 notices must be issued by this date.

Date	Event	Notes
* Represents an estimated date		
* Through 2027	Implementation of: • PRS database	The PRS database will be rolled out regionally first in the first part of 2027 before being made available across England. There will be an annual fee which landlords will need to pay. The database will contain landlords contact information, information about the size and layout of the property, and required safety certificates.
2028	Implementation of the Landlord Ombudsman	The identity of the Landlord Ombudsman will be announced in 2027 with landlords being required to join in 2028.
1 August 2026		All possession claims for old S8 and S21 notices must be issued by this date
2028	Implementation of the Landlord Ombudsman	The identity of the Landlord Ombudsman will be announced in 2027 with landlords being required to join in 2028.
* Phase 3 implementation from 2030	Decent Homes Standard Awaab's Law (probably) Energy Performance Certificate changes	The Decent Homes Standard will be implemented between 2035 and 2037. The government has also said that it will implement EPC changes to require a level C in 2030. There is no date for Awaab's law implementation in the PRS but a similar timeline seems likely. The government has also said it will update the HHSRS but has not said when.
Unknown	Wales and Scotland to implement anti-discrimination provisions.	Wales and Scotland have been granted powers to ban discrimination against children and tenants on benefits. They have not said whether they will implement these powers at all or indicated a timeline. Wales may not do this at all if it is not done before the Welsh Senedd elections in May 2026.

“

As a landlord of a HMO property that Francis Stuart manage, I'm very happy to recommend their services. First got in touch with Paige when looking at purchasing an investment property in Plymouth, after a friend in the HMO business recommended her as Plymouth's HMO expert. Paige gave us invaluable advice which was a massive help.

When we found the right property, it was an obvious choice to use Francis Stuart as property managers. We also used their project management services to oversee improvement works to the property, which was worth every penny. Very glad we found Francis Stuart, and will certainly use their services again for future properties!”

ANDREW B





Need some help?

If you have any questions whatsoever about letting your property with us, please get in contact and we'd be delighted to help.

Plymouth

01752 710147

plymouth@francis-stuart.co.uk

West Devon & Cornwall

01822 243777

wdc@francis-stuart.co.uk



<https://www.facebook.com/francisstuartproperty>



<https://www.instagram.com/francisstuartproperty/>

www.francis-stuart.co.uk



Francis Stuart
Lettings • HMOs