

Renters' Rights Act | Implementation Guide

Introduction | Overview

After years of debate, political uncertainty, and speculation, we finally have a clear implementation date for the Renters' Rights Act 2025.

Phase 1 of the reforms – which includes the abolition of Section 21 evictions and the shift to open-ended periodic tenancies – will begin on 1 May 2026. Additional changes will follow later next year and continue into 2027 and beyond.

For agents and landlords, this is the start of one of the biggest changes in private renting for a generation; and although much of the sector has been preparing, the Government's implementation roadmap means it is now time to prepare in practice.

This guide is written to help you do exactly that.

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We need to ensure that the consequences for landlords are proportionate to the harm caused and that tenants receive a fair outcome.

Lord Jamieson

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Chapter 1 | The Implementation Roadmap - What's Happening When

The Government has published a clear three-phase rollout. Here is the simplified version:



OCTOBER 2025: ROYAL ASSENT

The Bill became the Renters' Rights Act 2025.



27 DECEMBER 2025: ENFORCEMENT POWERS BEGIN

Local authorities receive new investigatory powers. With more proactive enforcement.



1 MAY 2026: PHASE 1 GOES LIVE

This is the major switch-on point for the PRS:

- Section 21 is abolished (no new notices may be served).
- All new tenancies become periodic.
- Rent increases are limited to once per year, and must be in line with market rents.
- Rent in advance restrictions apply.
- Tenants have the formal right to request a pet, which cannot unreasonably be refused.
- Expanded Section 8 grounds come into force.
- Student Ground 4A becomes operational.



LATE 2026: PHASE 2 BEGINS

- The PRS database launches.
- The Landlord Ombudsman is set to start.



2027 ONWARDS: PHASE 3 EXPECTED

- Decent Homes Standard applied to PRS.
- Awaab's Law timelines introduced for private rentals.

Chapter 2 | What Actually Changes On 1st May 2026

Section 21 Disappears

The biggest shift is that possession becomes an evidence-based process. Arrears, antisocial behaviour, breach of tenancy, sale of property and landlords or the family intending to moving-in grounds replace "no-fault" evictions.

This will significantly increase the importance of:

- ✓ Strong referencing.
- ✓ Clear documentation.
- ✓ Rent & Legal Protection for landlords.

It is vital to ensure landlords can reclaim their properties when they need to; new, clear and expanded possession grounds will be introduced; we will ensure that there is no room for loopholes in the system, and tenants will benefit from longer notice and protected periods.

Baroness Taylor of Stevenage



From 1st May, All New Tenancies Become Open-Ended

Every tenancy will be a periodic tenancy with no fixed end date. However, in theory, this change has already happened, this is because the last date to issue a six-month tenancy was 31st October 2025.

This means that from 1st May, Landlords must rely on the new Section 8 grounds to gain possession.

Rent Increases Are Limited To Once Per Year

Regardless of tenancy length or agreement wording, a landlord can only increase rent once a year through a Section 13 Notice.

Tenants Have The Right To Request A Pet

Landlords must respond within 28 days, in writing, with a reasonable explanation for refusal.

Sadly, despite many Lords being in support of a requirement for tenants to have insurance, this was excluded from the Act.

However, there are ways in which to protect yourself, including The Lettings Hub's Tenants Home Insurance add-on, Pet Damage Protection. This not only protects the landlord from paying out for damage, but also protects the tenant from complicated end of tenancy disputes and costly move-outs.





No More Rent In Advance For New Tenancies

Landlords and letting agents will no longer be allowed to ask for multiple rental payments up front on new tenancies. This is a significant shift for applicants who previously relied on paying rent in advance - particularly international students or those with limited UK credit history. We campaigned hard to stop this element of the Bill, as we feel too many tenants will find it harder to rent a property privately.

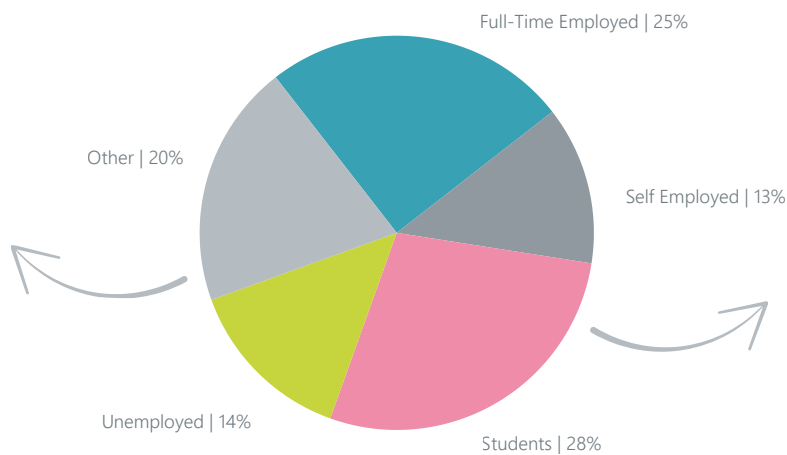
However, it's important to reiterate that existing tenancies are not affected. If rent has already been paid in advance under a current agreement, those arrangements can continue for the remainder of that tenancy, provided the tenant is happy to do so.

For new lets, agents may find that Professional Guarantors could become vital for applicants who don't have a UK-based guarantor, and who would once have used upfront rent to secure a property.

In February this year, we analysed **30,000 tenants** who paid rent in advance over the previous three years. Here's what we found:

35%

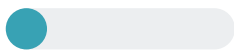
of the tenants needed to pay rent in advance as they currently had no income. This could be a mixture of the tenant being unemployed, a student or in the other category.



From the
28%

were of students paying Rent in Advance, 72% from the UK and 28% international.

7%



of all tenancies begin with rent paid in advance; demonstrating that it is a minority practice, not the norm.



15%

of tenants paying £5,000+ per month used rent in advance, compared to just 6% of tenants paying £1,000 or less.



8%

had a UK-based guarantor, suggesting the vast majority used advance rent because they weren't able to secure a guarantor.

Chapter 3 | The New Grounds For Possession

This handy summary of Section 8 Grounds breaks down some of the common grounds for possession and notice periods which will come in force from 1st May.

Ground	Reason	Type	Notice
1	Occupation by landlord or family	Mandatory	4 months
1A	Sale of property	Mandatory	4 months
2	Sale by mortgagee	Mandatory	4 months
4A	Properties rented to students for occupation by new students	Mandatory	4 months
7A	Serious ASB / Criminal Behaviour	Mandatory	Proceeds can begin immediately
7B	Right to Rent	Mandatory	2 weeks
8	Rent arrears	Mandatory	4 weeks – where there is at least 3 months' rent arrears
10	Any rent arrears	Discretionary	4 weeks
11	Persistent arrears	Discretionary	4 weeks
12	Breach of tenancy	Discretionary	2 weeks
14	Anti-social behaviour	Discretionary	Proceedings can begin immediately
14A	Domestic abuse	Discretionary	2 weeks
17	False statement	Discretionary	2 weeks

The full list can be found [here](#).

Meanwhile, a full explanation of each ground is available in our [Expanded Section 8 Grounds guide](#).

Chapter 4 | Compliance And Enforcement

From December 2025, councils will begin using expanded investigatory powers designed to tackle poor practice more quickly and consistently.

This includes:

- The ability to request information earlier and more proactively.
- Wider powers to enter and inspect properties.
- Faster routes to issue penalties.
- A simplified process for escalating repeat offenders.

Landlords and Letting Agents should expect councils to make full use of these new powers from next month.

Meanwhile, from 1 May, the maximum amount a tenant can reclaim by using a Rent Repayment Order will double from 12 months' rent to 24 months' rent.

Offences that can trigger a Rent Repayment Order include:

- Failure to comply with an Improvement Notice.
- Failure to comply with a Prohibition Order.
- Illegal eviction or harassment.
- Breach of a banning order.
- Using or threatening violence to secure entry.
- Letting a property without the required licence.
- Breaching HMO management regulations.

The Act also makes it easier for both councils and tenants to apply for a Rent Repayment Order, which means agents could expect the number of cases being brought to rise once the new regime begins.

