FLASH SUMMARIES | PART 2

RENTERS' RIGHTS ACT

WHAT ARE THEY?

We have created a series of 'Flash Summaries' to help you and your team stay ahead of every legislative update within the Renters' Rights Act. Each page breaks down the key changes and clearly explains what they mean for you, your tenants, and your landlords. See the first series of 'Flash Summaries' here.

DID YOU KNOW?

57%

of landlords do not feel prepared for the introduction of the Renters' Rights Act.

Property Industry Eye

WHAT'S INCLUDED?

1 | Rent Reviews & Section 13 Notices.

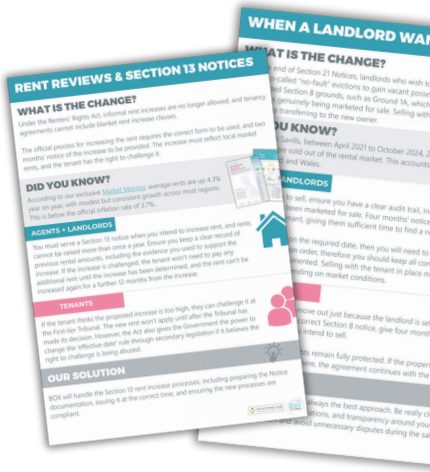
2 | When A Landlord Wants To Sell.

3 | Private Rented Sector Ombudsman.

4 | End of Section 21 | Transitional Arrangements.

5 | Awaab's Law.

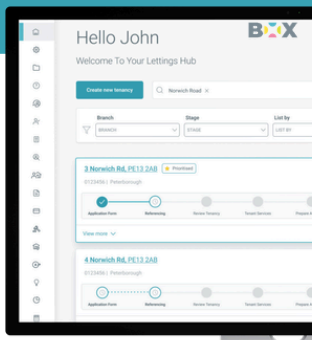
6 | Rent Repayment Orders.



BOX IS RENTERS' RIGHTS READY

With a team of 140+ specialists available from 5am to 9pm, six days a week, we're here whenever you need us. Whether you get in touch by email, phone, live chat or through BOX, you can count on us to be ready to help.

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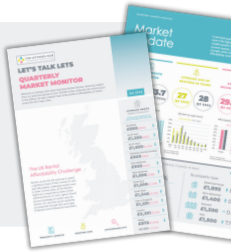
RENT REVIEWS & SECTION 13 NOTICES

WHAT IS THE CHANGE?

Under the Renters' Rights Act, informal rent increases are no longer allowed, and tenancy agreements cannot include blanket rent increase clauses.

The official process for increasing the rent requires the correct form to be used, and two months' notice of the increase to be provided. The increase must reflect local market rents, and the tenant has the right to challenge it.

DID YOU KNOW?



According to our exclusive Market Monitor, average rents are up 4.3% year on year, with modest but consistent growth across most regions. This is below the official inflation rate of 3.7%.

AGENTS + LANDLORDS

You must serve a Section 13 notice when you intend to increase rent, and rents cannot be raised more than once a year. Ensure you keep a clear record of previous rental amounts, including the evidence you used to support the increase. If the increase is challenged, the tenant won't need to pay any additional rent until the increase has been determined, and the rent can't be increased again for a further 12 months from the increase.

TENANTS

If the tenant thinks the proposed increase is too high, they can challenge it at the First-tier Tribunal. The new rent won't apply until after the Tribunal has made its decision. However, the Act also gives the Government the power to change the 'effective date' rule through secondary legislation if it believes the right to challenge is being abused.

OUR SOLUTION

BOX will handle the Section 13 rent increase processes, including preparing the Notice documentation, issuing it at the correct time, and ensuring the new processes are compliant.

WHEN A LANDLORD WANTS TO SELL

WHAT IS THE CHANGE?

With the end of Section 21 Notices, landlords who wish to sell a property can no longer rely on so-called "no-fault" evictions to gain vacant possession. Instead, they must use the updated Section 8 grounds, such as Ground 1A, which require clear evidence that the property is genuinely being marketed for sale. Selling with a tenant in situ is allowed, with the tenancy transferring to the new owner.

DID YOU KNOW?

According to Savills, between April 2021 to October 2024, 290,000 rental properties were sold out of the rental market. This accounts for 6% of the PRS in England and Wales.

savills

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When preparing to sell, ensure you have a clear audit trail, including proof that the property has been marketed for sale. Four months' notice needs to be provided to the tenant, giving them sufficient time to find a new property.



If they fail to leave on the required date, then you will need to apply to the court for a possession order, therefore you should keep all communication with the tenant fully documented. Selling with the tenant in place may be more straightforward, depending on market conditions.

TENANTS

Tenants do not have to move out just because the landlord is selling. The landlord must serve the correct Section 8 notice, give four months' notice, and prove that they genuinely intend to sell.



Until then, the tenant's rights remain fully protected. If the property is sold with the tenant still living there, the agreement continues with the new owner.

OUR SOLUTION



Being open with the tenant is always the best approach. Be really clear in your communications; early conversations, and transparency around your intentions can help maintain cooperation and avoid unnecessary disputes during the sale process.

PRIVATE RENTED SECTOR OMBUDSMAN

WHAT IS THE CHANGE?

Under the Renters' Rights Act 2025, all private landlords will be required to join a Government-approved redress scheme: the Private Rented Sector Landlord Ombudsman. This will provide tenants with an independent route to raise complaints about repairs, poor management, and unfair treatment.

The Government's Implementation Roadmap confirms that this will not take effect immediately. Instead, the Ombudsman and PRS Database will be rolled out in Phase 2, with mandatory sign-up expected by 2028.

AGENTS + LANDLORDS

You will be legally required to ensure your business - and every landlord you represent - is registered with the PRS Ombudsman once the scheme goes live in Phase 2.



Complaints that would previously have been handled informally will now be subject to formal Ombudsman review, so transparency and written evidence will be crucial.

TENANTS

If the tenant believes that the landlord or letting agent is not acting fairly, tenants will have the right to raise a complaint with an independent Ombudsman, rather than relying on court action.



The Ombudsman can require landlords to put things right, improve their practices, or will be liable to pay compensation.

OUR SOLUTION



Until the Ombudsman becomes mandatory, the best preparation is strong evidence.

Use BOX to keep clear, dated records of repairs, communications and complaint handling which will make compliance easier once the Ombudsman is launched.

END OF SECTION 21 |

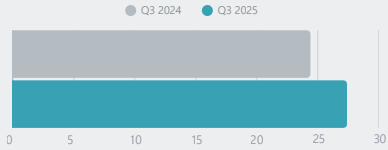
TRANSITIONAL ARRANGEMENTS

WHAT IS THE CHANGE?

Although the Section 21 eviction process will end on 1 May 2026, there is a short transitional window to allow existing notices to complete. Landlords may still serve a Section 21 notice up to 30 April. During the transition, any Section 21 notices will have a shorter lifespan, and landlords must file court proceedings within three months, or by 31 August – whichever is sooner.

DID YOU KNOW?

Average court waiting times for landlord possession claims have risen from 24.4 weeks in Q2 2024 to 27.9 weeks in Q2 2025. Read our latest infosheet for more.



AGENTS + LANDLORDS

Agents and landlords can continue to serve Section 21 notices until 30 April, but they are only for eligible tenancies under the existing rules.

If a Section 21 notice is served before the deadline, ensure court proceedings are issued by 31 July; after this, the notice lapses and cannot be used.
Review all tenancies now to identify where landlords may wish to act before the deadline, avoiding rushed or invalid notices later.

TENANTS

Even though the Renters' Rights Act comes into place on 1 May, the landlord may still begin a court claim by 31 July, provided the valid Section 21 notice was served before 30 April.

OUR SOLUTION

Rent & Legal Protection provides essential confidence during the transition period – and beyond.

With courts expected to face higher demand as Section 21 closes, an RLP policy ensures rent is paid during prolonged possession cases and covers legal costs, giving landlords peace of mind while the sector adjusts.

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AWAAB'S LAW

WHAT IS THE CHANGE?

Awaab's Law was introduced following the tragic death of two-year-old Awaab Ishak, and will extend from social housing into the private rented sector, setting strict legal deadlines for how quickly landlords must investigate and make safe serious hazards such as damp and mould. These strict timeframes are intended to remove the long delays that have left some tenants living in unsafe homes.

AGENTS + LANDLORDS

Under Awaab's Law, once implemented in the PRS, landlords must:



- Investigate emergency hazards within 24 hours
- Provide written findings within 3 working days
- Start works within 5 working days (or as soon as possible, and no later than 12 weeks)
- Remove serious damp or mould within 10 working days

This will demand faster repairs, clearer processes, and full audit trails. Agents and landlords will need to evidence when an issue was reported, inspected, and resolved.

TENANTS



Awaab's Law gives tenants much stronger protections when hazards arise. If damp, mould, or another serious risk to health are reported, they must be acted on within legally defined timeframes.

While damp and mould are usually caused by underlying issues with the property, such as leaks, inadequate insulation or poor ventilation, there are simple steps tenants can take that may reduce the impact of poor property conditions.

OUR SOLUTION



Thanks to Fixflo's integration with BOX, agents can track and manage repairs. Fixflo creates time-stamped logs, and keeps a record of photos and messages.
This provides a clear audit trail of inspections, findings and contractor actions. Plus, tenants can report issues in their tenancy portal.

Fixflo by Aareon

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RENT REPAYMENT ORDERS

WHAT IS THE CHANGE?

Rent Repayment Orders already allow tenants to claim back up to 12 months' rent if their landlord commits certain offences. However, under the Renters' Rights Act, Rent Repayment Orders become significantly tougher.

The claim window doubles from 12 to 24 months, as does the maximum repayment – under the Act, up to 24 months' rent can be ordered for repayment. New offences will also be added, including misuse of possession grounds and failure to register with the new Private Rental Sector database. This changes the current regime from a little-used enforcement tool into a mainstream compliance mechanism, which come with serious financial and reputational risks.

AGENTS + LANDLORDS



A successful claim could cost a landlord two years' rent, especially where it is judged that the misconduct is deemed to be deliberate or repeated. Councils are being encouraged to use Rent Repayment Orders much more actively, not just as punishment but as a deterrent for poor-quality housing. Even though the legal liability sits with landlords, agents could be drawn into tribunal scrutiny around record-keeping, communication, licensing, and oversight.

TENANTS



Rent Repayment Orders give tenants a direct way to enforce their rights without needing to go down costly or complex legal routes. Claims may be made for serious landlord offences, including illegal eviction, harassment, unlicensed HMOs, and improper use of Section 8 notices.

OUR SOLUTION



Reduce the risk of a Rent Repayment Order by staying compliant. File all property compliance documents; log repairs, communication, and actions with a fully timestamped audit trail; and ensure you can evidence that you have acted promptly and followed the correct legal processes.

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DECENT HOME STAD

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