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Renters' Rights Act Implementation: FAQs

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TRANSITION TO THE ASSURED TENANCIES

Will all existing ASTs automatically convert into assured periodic tenancies on May 1, 2026, and do agents need to issue new tenancy agreements?

Yes, under the Renters' Rights Act 2025 (Section 4A), all existing Assured Shorthold Tenancies (ASTs) will automatically convert into assured periodic tenancies on May 1, 2026. This applies to both fixed-term ASTs and those already operating on a periodic basis.

Any remaining fixed term will cease to have legal effect from May 1. For example, a 12-month fixed term running until early 2027 will still convert on May 1, 2026 and continue as a rolling tenancy from that point.

You do not need to issue new agreements to current tenants simply because of the conversion. The existing contract will continue to apply, except where any clause conflicts with the new law. In those cases, the Act overrides the clause.

However, you must serve them with the government provided tenant leaflet before May 31, 2026. This is expected to become available in March.

For new tenancies starting on or after May 1, 2026, landlords must use a tenancy agreement that aligns with the new periodic-only structure and updated notice and rent rules and contains clauses set out by the government. The outlines of the new required clauses will be released by the government in January.

Can landlords still offer fixed-term tenancies after the Act takes effect?

No, once the Renters' Rights Act comes into force on May 1, 2026, landlords will no longer be able to offer new fixed-term tenancies unless those tenancies fall outside the Housing Act 1988 for some reason.

All new assured tenancies created from May 1 must begin as periodic tenancies, and any attempt to create a binding fixed term will have no legal effect and will be a criminal offence.

While landlords may still express a preference for a minimum period (for example, "we expect the tenancy to last 12 months"), tenants will retain the statutory right to give two months' notice at any time. Any clause restricting that right would be unenforceable and it would be a criminal offence to include such a clause.

RENT INCREASES & SECTION 13

How will rent increases work after May 1, 2026? Must all increases go through the Section 13 process?

Yes. From May 1, 2026, once all ASTs have converted into assured periodic tenancies, all rent increases must follow the Section 13 process.

This means:

- A landlord can propose one rent increase every 12 months.
- The increase must be issued using the prescribed Section 13 notice.
- Tenants must be given at least two months' notice.
- The increase can only take effect at the start of a new rental period.

Any other method of increasing rent, such as rent review clauses written into existing contracts, informal letters, or automatic annual uplifts, will no longer have legal effect.

Tenants will also have the right to challenge an increase by applying to the First-tier Tribunal before it takes effect. The Tribunal will then determine the appropriate market rent, which may be lower or equal to, but not higher than the proposed amount.

What evidence will landlords need to justify a rent increase to the First-tier Tribunal?

If a tenant refers a proposed Section 13 increase to the First-tier Tribunal (FTT), the Tribunal's job is to decide what the open market rent should be. To justify the proposed increase, the landlord (or agent) will need to provide clear, objective evidence.

The strongest evidence typically includes:

Comparable rents: Recent lets of similar properties in the same area (usually 3–5 comparables). The Tribunal will look for similarities in size, type, condition, and amenities.

Property details: Accurate information about the property itself — size, layout, condition, features (e.g., parking, outdoor space), and any recent improvements.

Local market context: Supporting data showing trends in supply, demand, or rental values in the immediate area.

Importantly, the Tribunal will not take into account the landlord's mortgage costs or rising expenses. Their assessment is based purely on what the property could reasonably achieve on the open market at that time.

Having strong, verifiable comparables is the most effective way to support the proposed increase.

What happens if a tenant challenges a Section 13 increase? How long will the tribunal process take?

If a tenant challenges a proposed Section 13 rent increase by applying to the First-tier Tribunal (FTT) before the increase is due to take effect, the increase is paused automatically. The tenant continues paying the current rent until the Tribunal makes its decision.

In terms of timing, rent-determination cases typically take 3–6 months at the moment, and in busier regions may take longer due to backlogs. Throughout this period, the landlord receives the existing rent amount, rather than the new proposed amount.

When the FTT issues its decision, it sets what it considers to be the market rent. That figure becomes the new rent going forward. The Tribunal cannot backdate the increase to recover the difference for the months the case was pending (unless the Government activates special backdating powers in the event of significant national backlogs).

This delay, and the risk of receiving a lower rent than proposed, makes it especially important for landlords and agents to base increases on strong, objective market evidence from the outset.

Are stepped rent increases or pre-agreed annual uplifts still valid once the new rules begin?

No. From May 1, 2026, stepped increases and pre-agreed annual uplifts written into tenancy agreements will no longer be valid.

Under the Renters' Rights Act, all rent increases must follow the Section 13 process. This means:

- Only one increase every 12 months
- Issued via the prescribed Section 13 notice
- With at least two months' notice
- Effective only at the start of a new rental period

Any clause that tries to set future increases in advance, whether a fixed annual percentage or stepped uplift, will have no legal effect once the tenancy becomes an assured periodic tenancy.

This change removes automatic rent rises and ensures tenants can challenge any proposed increase through the First-tier Tribunal if they believe it exceeds market rent.

RENT IN ADVANCE & PAYMENTS

Will tenants still be able to pay rent in advance (e.g., 6–12 months upfront)?

Once the tenancy starts, tenants can still choose to pay rent in advance. However, from May 1, 2026 landlords and agents cannot require, request, or make it a condition of granting a tenancy.

Under Section 4B of the Renters' Rights Act, any clause that obliges a tenant to pay rent more than one rental period in advance is void.

This means:

- A tenant may voluntarily pay or offer to pay several months' rent upfront as long as this is not the first month's rent which can only be paid as one month.
- A landlord cannot solicit, encourage, or pressure a tenant to do so and no clause can be placed in a tenancy agreement requiring payment of rent in advance, even if it has been offered by a tenant.
- A tenancy offer cannot be made conditional on paying rent in advance.
- Agents must not use upfront rent as a competitive differentiator between applicants.

This reform is designed to remove financial barriers that previously disadvantaged certain groups of tenants (e.g., students, benefit recipients, and international movers).

A genuinely voluntary offer from a tenant can still be accepted, but the initiative must come entirely from the tenant.

What happens to advance rent already collected for periods that fall after May 1, 2026?

The restriction on advance rent applies only to tenancies that begin on or after May 1, 2026.

For tenancies that started before May 1, 2026, any rent that was lawfully collected in advance under the terms of the original agreement remains valid, even if it covers rental periods after the Act takes effect. This also applies to payments due after 1 May 2026 provided they are based on an agreement entered into before that date.

For example:
If six months' rent was collected upfront for a tenancy beginning in February 2026, the instalments covering May and June 2026 would still stand. These payments were made under a contract that was compliant at the time and are not invalidated by the Act coming into force.

The new rules simply prevent landlords and agents from requiring or requesting large advance payments for new tenancies starting on or after May 1, 2026. They do not unwind advance rent already collected under pre-existing agreements or prevent those agreements continuing.

Can landlords still request the first month's rent before move-in under the new rules?

Not exactly. Tenants cannot be required to make any payment of rent until the tenancy agreement has been entered into. They can be asked to pay a holding deposit and a tenancy deposit though. However, if a tenancy agreement is entered into before the start of the occupancy then payment can be asked for before that occupancy begins. But if payment is not made then it would be unlawful to deny the tenant access to the property.

The correct sequence is:

1. Holding deposit (optional, up to one week's rent)
2. Tenancy deposit (up to five weeks' rent or six weeks for higher value tenancies)
3. Tenancy agreement signed and executed
4. First month's rent
5. Occupancy start date

Requesting the first month's rent shortly before or on move-in day is still standard and fully permitted. What is prohibited is asking for it before or as a condition of executing the tenancy agreement or requiring tenants to pay multiple months upfront.

STUDENT TENANCIES & GROUND 4A

How will student renewals work under Ground 4A, and can landlords secure a new agreement for the next academic year?

Ground 4A exists specifically to support the academic cycle in the student lettings market. It allows landlords of genuine student HMOs to regain possession between June and September so the property can be re-let to a new group of students for the upcoming academic year.

Under the Renters' Rights Act, all student tenancies will still become periodic. However, Ground 4A provides a lawful route to end the tenancy at the end of the academic cycle if the landlord intends to re-let to a fresh cohort.

How this affects renewals:

- **If a landlord wants a new group of students next year:** They can use Ground 4A to recover possession over the summer period and then re-let for the next academic year.
- **If a landlord wants to keep the same student tenants:** They simply allow the periodic tenancy to continue. But by doing so, they cannot use Ground 4A for that year, because the ground requires the property to be needed for a new group of students.

Ground 4A does not create a separate fixed-term structure; it simply provides a mechanism for turning over student HMOs in line with the academic timetable. Landlords must still serve the correct notice and follow the normal process for gaining possession. Student tenants can of course give notice themselves if they do not wish to stay.

If one student in a joint HMO wants to leave, can the remaining tenants stay, and does a new tenancy need to be issued?

In a joint tenancy, all tenants collectively hold one legal tenancy. It was always the case that in a fixed term tenancy all tenants had to give notice together but during a periodic tenancy one tenant could given notice which is binding on all. This means that if any tenant serves notice in a periodic tenancy, that notice ends the entire tenancy for everyone — a principle that continues under the new periodic tenancy system introduced by the Renters' Rights Act.

So, if one tenant in a student HMO gives the required two months' notice:

- The whole joint tenancy ends on the date specified in the notice.
- The remaining tenants cannot simply continue under the same agreement.
- If they wish to stay, the landlord would need to issue a new tenancy agreement to the remaining group (and any replacement housemate), subject to the usual referencing checks.

This reflects a longstanding feature of joint tenancies: one person's notice ends the contract for all.

Under the new rules, this may create more instability for student groups or sharers, as the departure of one housemate triggers a full renegotiation or re-letting of the property. Landlords and agents may therefore wish to communicate this clearly at sign-up to avoid misunderstandings later on.

ABOLITION OF SECTION 21 AND POSSESSION GROUNDS

When Section 21 is abolished, how can landlords regain possession to sell or move into the property?

From May 1, 2026, Section 21 "no-fault" evictions will no longer be available. Landlords will instead need to use the updated Section 8 possession grounds, which now include two mandatory grounds specifically for selling or moving into the property.

Ground 1 — Landlord (or family member) moving in
Used when the landlord or an immediate family member intends to occupy the property as their only or principal home.

Ground 1A — Selling the property
Used when the landlord intends to sell the property with vacant possession.

Both grounds require:

- At least 4 months' notice

They are also subject to a 12-month protected period, meaning notices under Ground 1 or 1A cannot be served:

- During the first 8 months of any new tenancy beginning after May 1, 2026,

This prevents landlords from ending tenancies immediately as the new system begins.

What is the 12-month restriction on re-letting after a landlord serves notice to sell?

To prevent misuse of the new possession grounds, the Renters' Rights Act introduces a 12-month restriction on re-letting when a landlord regains possession using Ground 1 or 1A.

If a landlord serves notice under Ground 1 or 1A and obtains possession, the property cannot be re-let as a residential tenancy for 12 months from the date the notice expired or the date that possession proceedings were issued. This is to ensure the landlord's intention is genuine and not a way to remove tenants for higher rent or convenience.

A limited exception applies only to shared owners who have used the selling ground (Ground 1A). Where a shared owner can demonstrate that they made a genuine attempt to sell the property, but the sale subsequently fell through, re-letting may be permitted in this specific scenario.

If the landlord re-lets the property within the 12-month period outside of this limited exception, they may face:

- Civil penalties of up to £40,000 or prosecution
- A Rent Repayment Order

The restriction is designed to:

- Prevent landlords from using sale or re-occupation as a pretext for eviction
- Protect tenants from unfair or cyclical displacement
- Ensure Ground 1 or 1A is used only for genuine sales to owner-occupiers

Will Section 21 notices served before 1 May remain valid once the new rules begin?

Yes. Section 21 notices that were validly served before May 1, 2026 will continue to stand once the new rules take effect. The Renters' Rights Act includes transitional arrangements that allow these notices to proceed through the possession process, provided they were correctly issued under the old legislation.

However, this is only permitted for a limited transition period. While pre-May 1 notices are not automatically cancelled on the commencement date, landlords will have only a finite window, until 1 August 2026, to begin any court proceedings based on those notices.

Once that window closes, any outstanding or unused Section 21 notices will cease to have effect. After that point, all possession routes must use the updated Section 8 grounds.

TENANT INFORMATION (REPLACING HOW TO RENT)

Who must provide the new tenant information (replacing How to Rent), and when must it be served?

There is no direct replacement for the How to Rent guide under the RRA. Instead tenants will have to be given a written tenancy agreement which must deal with specific points set out by the government in regulations.

Does tenant information need to be reissued when ASTs convert to periodic tenancies on 1 May?

Existing Assured Shorthold Tenancies will automatically convert to assured periodic tenancies on 1 May 2026. This conversion does not require the tenancy agreement to be reissued.

However, landlords will be required to provide tenants with prescribed tenant information explaining the conversion by 1 June 2026. This is a one-off information requirement designed to ensure tenants understand how their tenancy continues under the new system.

This information is separate from the tenant information required at the start of a new tenancy and is intended to avoid the need for "repapering" existing agreements.

Further detail on the format and content of this information will be confirmed in secondary legislation, but landlords and agents should plan to issue a tenant information sheet to all affected tenants around the point of conversion.

Ensure all your contracts and agreements are compliant from Day 1.

See how Goodlord can help

PETS AND JUSTIFIED REFUSAL

What counts as a reasonable justification for refusing a tenant's request to keep a pet?

Under the Renters' Rights Act, landlords must consider every pet request on its merits and cannot apply a blanket "no pets" rule. Consent can only be refused where the landlord has a reasonable justification, and they must give this in writing within the required timeframe.

While the Act does not provide an exhaustive list, the following are widely accepted as reasonable grounds for refusal:

- **Property unsuitability** — e.g., a large dog in a very small flat, or the property lacks required outdoor space for the type of pet.
- **Restrictions in a superior lease** — where the head lease genuinely prohibits pets and consent cannot be obtained.
- **Insurance constraints** — only where a landlord's existing policy explicitly prohibits pets and no reasonable alternative is available.

Landlords cannot refuse based on personal preference, general worries about possible damage, or blanket no-pet policies.

What counts as a reasonable justification for refusing a tenant's request to keep a pet?

No, the Renters' Rights Act does not permit landlords to require pet insurance, charge pet fees, or ask for any additional pet-related financial protections. All upfront or ongoing charges linked to pets are prohibited as a result of the Tenant Fees Act and will remain so.

Landlords may request that a tenant considers taking out pet damage insurance as a sensible precaution, but this cannot be a condition of granting consent for the pet, nor can the landlord insist on proof. The tenant is free to decline without affecting the outcome of their request.

Any damage caused by a pet remains the tenant's responsibility and can be recovered from the standard deposit or by way of a further debt claim against the tenant.

DEPOSITS AND GUARANTORS

Will tenancy deposits need to be re-protected after ASTs convert to periodic assured tenancies?

No, when existing ASTs automatically convert into assured periodic tenancies on May 1, 2026, tenancy deposits do not need to be re-protected. The conversion is treated as a continuation of the same tenancy, not the creation of a new one.

If the deposit was correctly protected at the start of the original AST, and the prescribed information was served properly, that protection simply carries over into the new periodic arrangement.

Landlords and agents must still ensure that:

- The deposit remains protected in an authorised TDP scheme.
- Prescribed information was correctly issued at the beginning of the original tenancy.
- Any material changes (such as a change of landlord, tenant, or the tenancy address) are reported to the scheme, and updated prescribed information is served where required.

Failure to maintain compliance with deposit protection rules can still lead to penalties, so it's important to keep scheme details accurate and up to date.

How should agents handle guarantors under the new system, particularly for overseas tenants?

With the Renters' Rights Act limiting rent in advance to only the first rental period, guarantors will play a much more important role in assessing and managing tenant risk — especially for overseas tenants and anyone who does not meet standard affordability criteria.

For all tenants:
Agents should continue to follow a robust, documented process:

- Affordability assessment: If a tenant does not meet affordability thresholds (commonly 2.5–3x annual rent), a guarantor is appropriate.
- Referencing the guarantor: Guarantors must be financially credible, with sufficient income, good credit history, and stable circumstances. Agents should ensure equivalent referencing standards are applied to guarantors as to tenants.
- Deed of Guarantee: A properly drafted, legally binding deed must be signed, setting out the guarantor's obligations, usually covering rent arrears, damage, and any associated costs.

For overseas tenants (without a UK guarantor):
Because landlords can no longer require large sums of rent upfront for tenancies starting on or after May 1, 2026, agents will need alternative solutions:

- Specialist guarantor companies: These third-party services provide UK-based guarantees for international tenants and will likely become the primary route where a UK guarantor is unavailable.
- University guarantor schemes: Some universities offer or endorse guarantor programmes for their international students. Agents should check whether the applicant's institution provides such support.
- Overseas guarantors: These may be accepted, but only with caution. Enforcement can be complex across jurisdictions, and agents should seek legal advice before relying on a non-UK guarantor.

The overall focus under the new system is on ensuring affordability through reliable, verifiable financial evidence, either from the tenant or a suitably referenced guarantor, now that rent-in-advance is no longer a fallback option.

OPERATIONAL LETTINGS PROCESSES

What changes will agents need to make to their tenancy templates, processes, and documents before the Act goes live on May 1, 2026?

Agents will need to review and update a wide range of documents and processes to ensure compliance before the Renters' Rights Act comes into force on May 1, 2026. These changes affect both new tenancies and ongoing ASTs that will convert automatically.

Key areas requiring changes include:

1. Tenancy agreement templates
Agents will need to update all agreements to reflect the new legal framework:

- Removal of fixed terms: Agreements must be drafted as periodic from the outset. Any clause implying a minimum fixed term will become unenforceable.
- Rent increase clauses: Remove stepped increases or automatic annual uplifts. All rent reviews must now use the statutory Section 13 process.

- Pet clauses: Replace blanket bans with a clear "right to request a pet" process. Include how consent will be considered and the grounds for reasonable refusal. Remove any clauses requiring pet insurance or pet-related fees.
- Prohibited payments: Ensure no clauses request rent in advance beyond the first rental period. Re-check all payment terms against the Tenant Fees Act.

2. Referencing and onboarding processes

- Guarantor processes: With rent-in-advance restricted, guarantors will play a more central role. Strengthen guarantor referencing and prepare processes for international tenants who may need third-party guarantor solutions.
- Affordability checks: Update policies to reflect the loss of rent-in-advance as a fallback option.

3. Possession and compliance procedures

- Section 8 notices: Update templates to reflect new mandatory and discretionary grounds, revised notice periods, and the removal of Section 21.
- Understanding the protected period: Train staff on the 12-month protected period affecting Grounds 1 (move-in) and 1A (sale), and what evidence is required.
- Redress scheme membership: Ensure all landlords are confirmed as members of the new mandatory redress scheme before marketing once it comes into operation.
- Ombudsman processes: Prepare staff for managing tenant complaints via the new Ombudsman once operational.

4. Property management and marketing

- Marketing descriptions: Update listings to reflect the new periodic tenancy structure and comply with anti-discrimination rules (families, benefits, etc.).
- PRS Database (Phase 2): Begin preparing for the requirement to register properties before marketing (regional rollout from late 2026).

These changes require significant training for staff, updating IT systems, and revising all client and tenant-facing documentation to ensure full compliance and avoid penalties.

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REFERENCING PRO

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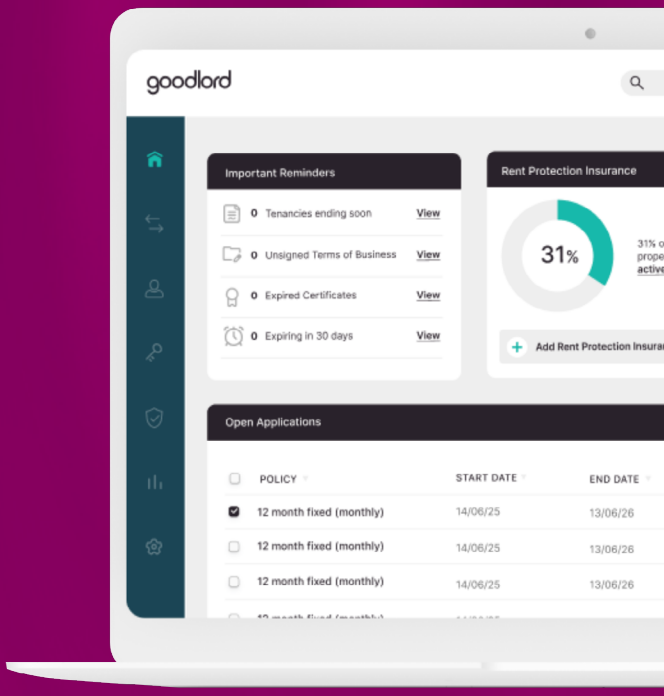

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