The Renters' Rights Act

A Definitive Guide For Landlords

LEADERS

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Introduction and key dates

On 27th October 2025, the Renters' Rights Bill was passed into law - marking one of the biggest shake-ups to the private rented sector in a generation. The incoming changes under the new Act will mean much more complexity and compliance for landlords.

This definitive guide covers the eight key measures within the Renters' Rights Act. It aims to provide you as a landlord everything you need to know about the measures, how it will affect you as well as your tenants, and the steps you need to take to stay compliant. Below are the implementation dates shared by the Government so far.

First change	Investigatory rights for local authorities	27 December 2025
Phase 1	Tenancy reform	1 May 2026
Phase 2	Landlord Ombudsman and new PRS Database	Late 2026
Phase 3	Decent Homes Standard and Awaab's Law	No earlier than 2035

Goodbye to Section 21

Section 21 of the Housing Act currently allows landlords to evict tenants without giving a reason. Under the Renters' Rights Act, this will no longer be possible and, once the measure comes into force, landlords will only be able to evict a tenant via the Section 8 process.

Key changes once the legislation comes into force:

- Landlords will no longer be able to remove a tenant at two months' notice without having to give a reason.
- Landlords will only be able to evict a tenant via the legal Section 8 process, stating a valid ground, e.g. rent arrears, anti-social behaviour, or selling the property.
- The accelerated possession procedure will disappear, and every contested eviction will require a court hearing.
- Tenants will have greater security of tenure.

What this means for landlords

Once Section 21 is abolished, landlords will no longer have the option of simply giving a tenant two months' notice if they want them to leave (after any initial fixed term has expired).

- It will almost certainly take longer to remove a tenant, and therefore will be more costly for landlords because: Section 8 grounds have been reformed and notice periods for many of the most common grounds have been increased.
- With every contested eviction requiring a court hearing, there may be delays to the process.
- Tenant screening and financial checks will become even more important, to minimise the chance of a tenancy ending badly.

What this means for tenants

- Greater security in their home, as the landlord will not be able to remove them without a clear, legally valid reason.
- More time to find a new home. If there is a valid reason for eviction, tenants are likely to have longer than they do currently to find somewhere else to live – at least four months in most cases where they have not breached their tenancy agreement.

Steps for landlords to stay compliant

- At the start of every new tenancy, check that the rental agreement is consistent with current legislation.
- Strengthen the screening process to be as sure as possible that prospective tenants can afford the rent and are likely to be good tenants ongoing.
- Understand the Section 8 grounds for eviction and be particularly aware of the new notice periods.
- Always seek legal advice before beginning eviction proceedings.



FAQs

What is Section 21?

This is a legal regulation that allows landlords to evict tenants, giving two months' notice, without having to state a reason. This will be scrapped under the Renters' Rights Act.

How will landlords evict tenants once the new law comes into force?

Landlords will only be able to remove a tenant by using Section 8, which requires proving a valid ground for eviction.

What are the legal reasons for eviction?

Common reasons include rent arrears, property damage, anti-social behaviour, and the landlord selling the property.

Will evictions take longer once Section 21 is scrapped?

In most cases, yes. The most common Section 8 grounds will have longer notice periods and the courts will be busier, given that every contested eviction will require a court hearing.

Can a tenant be evicted for not paying rent?

Yes, but landlords must follow Section 8 procedures and issue proper notices. Under the new proposals, a tenant will have to be three months in arrears before a Section 8 can be served, and the notice period will double, from two to four weeks.

Will these changes apply to existing tenancies?

Yes, all tenancies will be covered by the new rules once they have been enacted.

What should landlords do to protect their rental income?

Conduct thorough tenant checks and maintain open communication with tenants.

How can landlords avoid legal disputes?

By ensuring fair tenancy agreements, carrying out proper tenant vetting, and following legal procedures.



Stricter rules with Section 8 evictions

Section 8 of the Housing Act allows landlords to evict tenants on specific grounds. These are split into:

Mandatory

A court must grant the possession to the landlord. These grounds include:

- The landlord selling or wanting to move into the property
- Criminal behaviour on the part of the tenant
- The tenant being at least three months in rent arrears.

Discretionary

A court will only grant possession if it feels it is reasonable to do so. These grounds include:

- Breach of some part of the tenancy agreement (other than severe rent arrears)
- Antisocial behaviour
- Damage to the landlord's property or contents.

The minimum notice period a landlord must give the tenant varies, depending on the ground.

Under the Renters' Rights Act, some of the grounds have been strengthened and many minimum notice periods have been increased.

Key changes once the legislation comes into force:

- The notice period for the most common mandatory grounds, where the tenant is not at fault, will rise to 4 months.
- If a landlord wants to either sell or move into the property, they will not be able to evict the tenant within the first 12 months of a new tenancy.
- If a landlord evicts the tenant because they want to sell, they will not be able to re-let the property for 12 months after the expiry of the 4 month notice period.
- The notice period for rent arrears will increase from 2 weeks to 4 weeks, and the tenant must be 3 months in arrears (up from the current 2 months).
- The grounds for possession based on anti-social behaviour will be strengthened, with landlords able to begin proceedings immediately.

What this means for landlords

- **Proof will be required for every eviction**. Landlords will have to provide evidence to justify every possession claim.

- **Evictions will take longer**. In the vast majority of cases, other than anti-social behaviour, evicting a tenant will take longer because:
    - Most notice periods will rise.
    - For the rent arrears ground, landlords will now have to wait 3 months before a Section 8 can be issued – currently tenants only have to be 2 months in arrears. And with the notice period doubling from 2 to 4 weeks, that means a landlord is likely to lose at least 4 months of rent before they can regain possession and re-let the property.
    - **Note:** An amendment in the House of Lords introduced a new mandatory ground of 'repeated arrears' that gives landlords marginal protection against persistent offenders. It means landlords can evict if a tenant has been 2 months in arrears on 3 separate occasions within 3 years.
    - With the removal of Section 21, every contested eviction will require a court hearing.

- **Landlords will need to plan carefully before using Ground 1A 'Sale of dwelling house'.** New rules mean they will not be legally able to let the property for 16 months from the moment notice is served (the 4 month mandatory minimum notice period, plus a further 12 months).
    - During this time, the property cannot be marketed for let or rented out in any form, including on licence or as a holiday let.
    - If a landlord is unable to sell as intended, or changes their mind, the property will have to sit vacant until the full 16-month period has expired.
    - **Note:** The exception to this is landlords who sub-let a Shared Ownership property. This is because the lease restrictions they are already under mean a ground 1A eviction is not open to the same potential abuse.

- **There is increased financial risk.**

    - Because it will take longer in most cases to remove a tenant, landlords are likely to experience more time without rental income.
    - Every contested eviction will require a court hearing and that's more expensive than an accelerated possession claim (which can currently be used with a Section 21 eviction).
    - With more evictions ending up in court, there are likely to be delays in landlords regaining possession, which will be potentially several months more lost rental income.

Steps for landlords to stay compliant

- Strengthen the screening process to be as sure as possible that prospective tenants can afford the rent and are likely to be responsible tenants.
- Keep clear records of any tenant issues - written and photographic evidence where possible.
- Understand the Section 8 grounds for eviction and be particularly aware of the new notice periods.
- Seek legal advice before issuing a Section 8 notice.
- Check your insurance will cover you for rent arrears and eviction costs when the new rules come into force.

What this means for tenants

- More time to make up rent arrears if they fall behind, before a landlord can give them notice.
- More time to find a new home if they have not breached their tenancy agreement – at least 4 months in most cases.
- Stronger protections against unfair evictions, because landlords must provide evidence for each Section 8 ground.
- Swifter legal action if they engage in anti-social behaviour, with landlords able to begin proceedings immediately.



FAQs

What is a Section 8 eviction?
A legal process where a landlord can evict a tenant based on specific grounds, such as rent arrears or anti-social behaviour.

Will landlords still be able to evict tenants for non-payment of rent?
Yes, but tenants will have to be at least 3 months in arrears before notice can be served (currently they only have to be 2 months in arrears).

How long is the notice period for rent arrears?
Currently it is 2 weeks, but this will double to 4 weeks.

What qualifies as anti-social behaviour?
Causing nuisance or annoyance, using the premises for illegal or immoral purposes, or being convicted of an offence. Examples include making excessive noise, harassing neighbours, and buying or selling drugs.

Will evictions take longer under these new rules?
Yes, in the vast majority of cases, due to increased notice periods and stricter legal requirements.

Will these changes apply to existing tenancies?
Yes, all Section 8 evictions will have to follow the new rules once they have come into force.

Can tenants challenge a Section 8 eviction?
Yes, tenants can contest eviction in court if they believe it is unfair.

How can landlords protect themselves from rent arrears?
Conduct thorough referencing and financial checks before accepting a tenant. During the tenancy, check every month that rent has been paid on the day it is due and contact the tenant immediately if it is late.

What should landlords do before serving a Section 8 notice?
Gather evidence to support the claim and seek legal advice from a letting/eviction specialist.

Are there alternatives to eviction for rent arrears?
Before serving a Section 8, you can try to work with the tenant to help them resolve financial issues – e.g. agree a payment plan to make up what they owe or use a tenancy mediation service.



Removal of fixed-term tenancies

Once the measures in the Renters' Rights Act come into force, fixed terms will be abolished. This means the Assured Shorthold Tenancy will be scrapped and replaced with a new periodic tenancy agreement.

The Government stated:

"Fixed-term tenancies mean renters are obliged to pay rent regardless of whether a property is up-to-standard, and they reduce flexibility to move in response to changing circumstances, for example after relationship breakdown, to take up a new job or when buying a first home.

Instead, all tenancies will be periodic, with tenants able to stay in their home until they decide to end the tenancy by giving 2 months' notice. This will end the injustice of tenants being trapped paying rent for substandard properties and offer more flexibility to both parties to respond to changing circumstances."

Key changes once the legislation comes into force:

- Landlords will no longer be able to require tenants to commit to a fixed term.
- Tenancy contracts will be rolling periodic agreements.
- Tenants will be able to give two months' notice at any point from the start of the tenancy.
- It will become mandatory to have written terms – currently this is not a legal requirement (although it is highly advisable and best practice).
- At the same time, the maximum rent that can be taken in advance will be limited to one month's rent for the first month. Thereafter, so long as this is not requested by the landlord, the tenant can volunteer to pay more than one months' rent in advance.

What this means for landlords

A fixed term gives the landlord security of rental income, as the tenant is legally committing to pay for the whole fixed period. Currently, it's common for landlords to require a 12-month fixed term, sometimes with a 'break clause', which allows either party tenant to end the tenancy early, usually after the first 6 months.

When fixed terms are scrapped, longer-term rental planning will become more challenging for landlords as a tenant could leave at any point (giving two months' notice).

More frequent tenant turnover could mean:

- More void periods during the year.
- Higher management/re-letting costs (advertising, tenant vetting, tenancy paperwork, property cleaning, etc.).
- On the plus side, greater flexibility to adjust rents upward based on market demand.

However, it's worth bearing in mind that the vast majority of tenants would be unlikely to leave a rented home in the first 6-12 months unless there was something wrong with the accommodation or their circumstances unexpectedly changed.

Currently, according to the government's English Housing Survey, the average tenancy is just over four years.

Note that it will be an offence to give a tenant a fixed term in any new tenancy, for which a landlord can be fined up to £7,000.

Steps for landlords to stay compliant

- At the start of every new tenancy, check that the rental agreement complies with current legislation.
- Implement robust tenant screening to be as sure as possible that they are a good match for the property and therefore less likely to leave.
- Ensure your accommodation remains of a good standard and continues to meet tenants' expectations in terms of facilities.
- Check your tenants' future plans every 6 months to reduce the likelihood of being surprised by them giving notice.
- Consider keeping more money in reserve, in case you have more frequent tenant turnover and increased annual voids.
- Stay informed on current rental prices so that if you need to find a new tenant, you charge a realistic rent.

What this means for tenants

Tenants will have more freedom to move if they want or need to, certainly in the early stages of their tenancy. The main reason for ending fixed-term contracts is to ensure tenants aren't 'trapped' by being obliged to pay rent for the whole fixed term if, for example:

- The property is sub-standard.
- Their circumstances change – e.g. they have to relocate for work.

FAQs

What will replace fixed-term tenancies?

All new tenancies will be periodic, meaning they roll from one rental period to the next, until either the landlord or tenant ends them. We don't yet know what the new rental contract will be, only that it will be mandatory to have written terms.

Could a landlord request a longer-term commitment from tenants?

No, landlords will no longer be able to require tenants to commit to any fixed period. If a landlord is found to have issued a fixed-term tenancy agreement, the local council will be able to issue a penalty notice of up to £7,000.

What will happen to existing fixed-term tenancies when the new legislation comes into force?

Although nothing has been confirmed yet, it is likely that all tenancies will automatically convert to periodic assured tenancies on the relevant date. Transition regulations will probably include a prescribed notice that landlords will need to serve on existing tenants within a specific time limit - probably one month.

How does this impact student tenancies?

Student tenancies will be the same as all other tenancies - there will be no fixed periods and students will be able to give two months' notice at any point. If a student rents from a landlord who has Purpose Built Student Accommodation (PBSA), this change will not apply.

Will break clauses still be relevant?

No, as there will no longer be a fixed-term commitment to 'break'.

How much notice will a tenant have to give to leave?

Tenants must provide at least two months' notice before leaving the property. They can give this at any point from the start of the tenancy.

Will a landlord still be able to evict a tenant?

Yes, but only if there is a legal ground for eviction under the revised Section 8 regulations and the required minimum notice is given.

What happens if a tenant refuses to leave?

Just as is the case now, landlords must follow the legal eviction processes under Section 8.

Will this change impact rental prices?

Possibly. It is likely that landlords will be more concerned about letting at market rent, as they will have less flexibility to increase rent if costs change – e.g. if mortgage rates rise.



New rules on increasing rent

Once the measures in the Renters' Rights Act come into force, new regulations will limit when and how landlords can raise rent.

Currently, there are three ways landlords can make a rent increase:

- A 'rent review' clause can be written into the tenancy agreement.
- If both parties agree, the rent can be increased at any point. This is most commonly done by signing a new tenancy agreement or a memorandum at renewal.
- A statutory notice (Section 13, currently Form 4) can be served once in any 12-month period, giving the tenants two months' notice of the increase.

But under the new Act, landlords will only be able to use the Section 13 procedure.

The new legislation is being introduced to ensure tenants don't feel forced into accepting unreasonable rent increases for fear of being evicted.

Key changes once the legislation comes into force:

- The only way landlords will be able to increase rent will be via the Section 13 statutory notice procedure.
- Rent increases will be limited to once in any 12-month period.
- Increases must align with current market rates.
- Tenants' rights to challenge any increase they feel is unfair will be strengthened.

What this means for landlords

Overall, the new rules mean landlords may experience a delay in keeping their rent at a fair market level.

- Landlords will no longer be able to raise rents multiple times a year.
- Rent review clauses in tenancy agreements will become unenforceable.

The new process for raising rents:

- Landlords must use a Section 13 notice, giving the tenant two months' notice of the increase.
- The new rent must be in line with current market rates.
- Even if a tenant agrees to a rent rise, a Section 13 notice must be served first, otherwise the increase will not be valid.
- A Section 13 can only be issued once in any 12-month period.

If a tenant challenges an increase, it will take longer for the rise to come into effect:

- The new rules will remove the financial risk for tenants, so we're likely to see a lot more challenges.
- That additional workload for the Tribunal could mean a delay in getting cases through.
- Even if the new rent amount is ruled fair and valid, the increase will only take effect from the date of the ruling – it will no longer be backdated to the expiry of the Section 13 notice.
- If the tenant is struggling financially, the Tribunal could delay the increase taking effect for up to 2 months.

Steps for landlords to stay compliant

- Check that the tenancy agreement doesn't include any rent review clauses.
- Keep careful records of when the rent was last increased to ensure it is only done once every 12 months.
- Ensure you always use the current legal version of the Section 13 notice.
- Plan / budget for rent adjustments well in advance.

To reduce the likelihood of a tenant challenging a rent rise:

- Discuss any rent rise with your tenant before issuing a Section 13 notice.
- Be prepared to provide evidence that the new amount is a fair market rate.
- Work with a qualified agent that knows the market rent and keeps up with the law.

What this means for tenants

Tenants will have greater security in terms of affordability, as they will know that their rent cannot be increased more than once a year, and cannot be higher than current market rates. It will also be made easier and less risky for them to challenge any rent rise they feel is unfair.

Currently, if they make a challenge via the First-Tier Tribunal, the Tribunal could decide that a 'fair market rate' is actually higher than the amount proposed by the landlord. The increase can also be backdated to the Section 13 expiry date.

Under the Renters' Rights Act:

- The Tribunal will be unable to increase the rent beyond the amount proposed by the landlord.
- The new rent will only apply from the date of the Tribunal determination – there will be no backdating.
- If the Tribunal considers the tenant is in financial hardship, they could defer the increase by up to 2 months.

FAQs

How often can landlords increase rent?
Once the new regulations come into force, only once in any 12-month period.

Will these changes apply to existing tenancies?
Yes, all rental agreements will have to follow the new rules when they come into effect.

How much notice will landlords have to give for a rent increase?
Section 13 requires that the tenant is given 2 months' notice.

Can a tenant refuse a rent increase?
Yes, tenants can challenge any increase they feel is unfair via the First-Tier Tribunal.

What will happen if a landlord raises the rent more than once a year?
The increase will be invalid, and the tenant can take legal action.

How should landlords determine a fair rent increase?
By comparing the advertised price of similar properties and staying within market trends. Our lettings experts are always happy to advise landlords on fair market rates.

Can landlords increase rent at any time during a tenancy?
Currently, yes. Under the new rules, increases will be limited to once per year. This must be done by issuing a Section 13 that gives the tenant at least 2 months' notice.

How can landlords protect themselves from rent arrears?
Conduct thorough referencing and financial checks before accepting a tenant. During the tenancy, check every month that rent has been paid on the day it is due and contact the tenant immediately if it is late.

What should landlords do if a tenant disputes a rent increase?
Provide evidence that the rise is fair and negotiate or seek mediation if necessary.



Changes to pet rules and tenant discrimination

Currently, unless a landlord uses the government's model tenancy agreement, they can refuse to allow pets and they can also refuse to consider tenants who have children or receive benefits.

The Renters' Rights Act outlaws these 'blanket bans'.

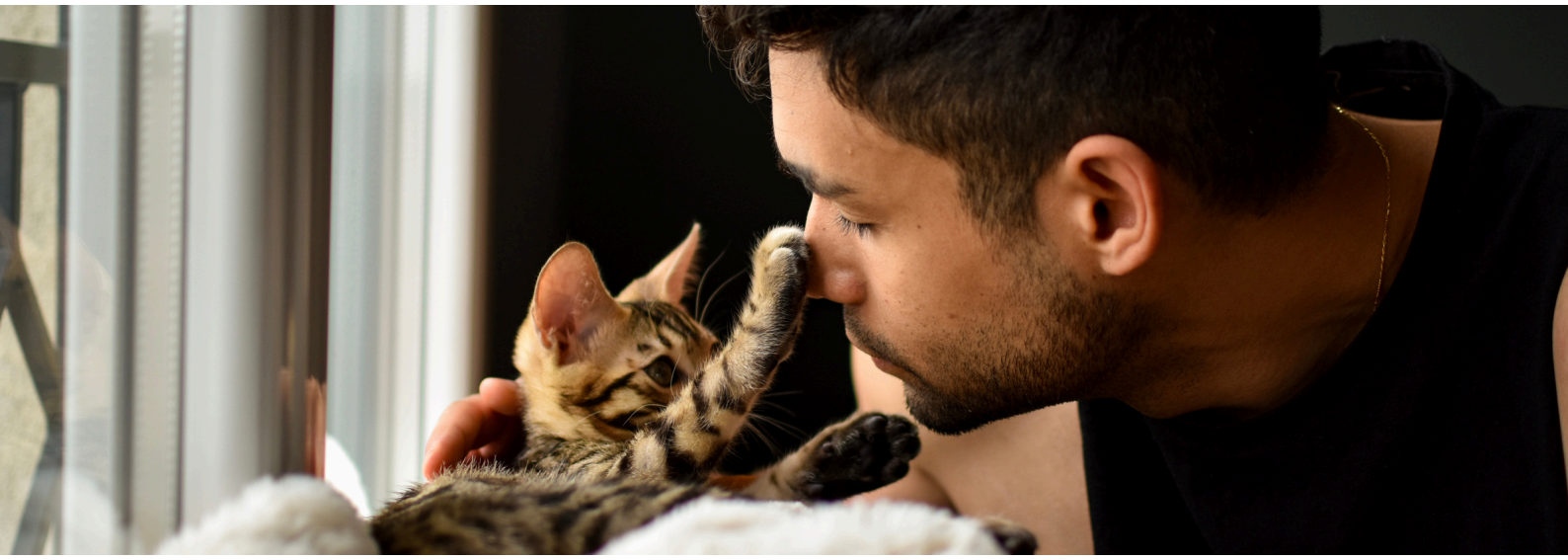
Key changes once the legislation comes into force:

- Tenants will be given the right to request permission from the landlord to keep a pet.
- Landlords will be unable to refuse a pet request without good reason.
- Discrimination rules will be tightened to outlaw 'blanket bans' on tenants in receipt of benefits or with children.

What this means for landlords

- Any blanket ‘no pets’ or ‘no children’ or ‘no benefits’ policies will not be enforceable.
- Landlords will no longer be able to refuse to allow their tenant to keep a pet, unless they provide a good reason, e.g. the property isn’t suitable for the type of pet, or it is prohibited by the head lease, allergy issues.
- Landlords will have 28 days to refuse a written request.
- Assistance animals (e.g. guide dogs) must be accommodated under disability protections.
- Non-compliance with new discrimination rules could result in landlords being fined or legal action in court.

Note: Although the original draft of the Renters’ Rights Bill contained a provision allowing landlords to require tenants to take out pet damage insurance (or charge them for the cost of obtaining it), this was removed in the House of Lords and is not part of the Renters’ Rights Act.



Steps for landlords to stay compliant

- Ensure property adverts do not contain any discriminatory wording, such as ‘No DSS’ or ‘No pets’.
- Keep careful records of applicant vetting to ensure that if, for example, a tenant in receipt of benefits is refused, there is clear evidence of them failing affordability checks and it was not because of any bias or discrimination.
- Assess pet requests on a case-by-case basis and obtain references on the pet from previous landlords.
- Make sure tenancy agreements comply with the new rules – i.e. they don’t contain any discriminatory clauses.
- Reassess the property to ensure it is suitable to accommodate pets and children.
- If unsure about any aspect of tenants’ rights, seek advice from a lettings legal specialist.

What this means for tenants

- Pet owners, those on benefits and those with children will hopefully have a greater choice of rented accommodation, and it should be much easier to find a home.
- All requests to keep a pet must be made in writing to the landlord.
- If a tenant believes they have been refused accommodation through discrimination, it will be easier to challenge that decision.

FAQs

Will landlords still be able to refuse pets?

Only if they have a valid reason, e.g. if it's a small flat and the tenant has a large dog, a previous landlord has reported that the pet is noisy and would cause nuisance to close neighbours, or the landlord has an issue with allergies.

Will landlords be required to accept all pets?

No, but requests will have to be considered on an individual basis - a blanket ban will not be enforceable.

Can landlords charge extra fees for pets?

No, and landlords are not allowed to require a separate 'pet deposit'. Although the original draft of the Bill contained a provision for pet damage insurance to become a permitted payment under the Tenant Fees Act, this was removed in the House of Lords.

Will these rules apply to all rental properties?

Yes, unless there are specific restrictions, such as clauses governing leasehold properties that prohibit pets.

What happens if a tenant's pet causes damage?

Landlords can ask the tenant for financial compensation or deduct repair costs from the security deposit. It is worth considering taking out pet damage insurance (although you cannot charge the tenant for this) in case the tenant can't or won't pay.

Do assistance animals count as pets?

No, assistance animals are protected under disability laws and must be accommodated.

Will landlords be able to require tenants to get pet insurance?

No.

What should landlords include in a pet policy?

Clear conditions on pet behaviour, responsibility, and any required insurance.

Will tenants be able to challenge a landlord's pet refusal?

Yes, tenants can request justification and may challenge unfair refusals.

How can landlords ensure compliance with these changes?

- Check that tenancy agreements do not contain any clauses that violate anti-discrimination rules.
- Make sure adverts don't contain any blanket bans.
- Stay updated on legal requirements and seek professional advice when needed.
- Use a qualified agent who is a member of Propertymark or RICS – we are members of both.

Maximum civil penalties increased

Councils can already fine a landlord up to £30,000 without having to go to court. The Renters' Rights Act raise this to £40,000 and extends the types of non-compliance that can be penalised via civil penalties.

Key changes once the legislation comes into force:

- The maximum civil penalty will be raised from £30,000 to £40,000.
- Councils will be able to issue civil penalties for illegal evictions – currently these can only be prosecuted in court.
- Landlords could be fined up to £7,000 by councils for other offences, including:
- Failing to keep a property free from serious hazards.
- Failing to register on the new Private Rented Sector Database.
- Encouraging bidding wars between tenants.

Additional changes to rent repayment orders (RROs):

- The maximum amount for which an RRO can be made is doubling, from 12 to 24 months' rent.
- RROs will be extended to any landlord in the rental chain – currently they can only be made against the immediate landlord.

What this means for landlords

- The financial consequences of breaking the law will become more severe.
- Councils will have greater power to penalise non-compliant landlords without having to take them to court.
- It will be easier for councils to take action over illegal evictions.
- It will become even more important to maintain properties well and comply with the new Decent Homes Standard when it comes into force.

What this means for tenants

- Tenants should feel more confident that if they report non-compliant landlords to the council, action will be taken.
- There should be fewer illegal evictions, as councils will have greater power to penalise landlords.



Steps for landlords to stay compliant

- Conduct regular property inspections to make sure they meet all minimum standards for safety, maintenance and condition.
- Keep careful records of inspections, safety checks, repairs and tenant communications.
- Ensure the correct legal process is followed when ending a tenancy, seeking advice from an eviction specialist if necessary, in order to avoid any illegal eviction claims.
- Have a reliable way of staying up to date with the latest legal requirements for rental properties.
- Seek advice on compliance from lettings professionals.

FAQs

What are the maximum fines landlords will face?

For serious and persistent non-compliance, councils will be able to issue a civil penalty of up to £40,000 for each offence. For other types of offence, they will be able to fine landlords up to £7,000. If landlords are prosecuted in court, they could face unlimited fines – as is currently the case.

What types of violations carry the highest penalties?

Unsafe properties, endangering the lives of tenants, failing to meet minimum property standards, and illegal evictions.

Can landlords appeal a fine?

Yes, but appeals must be based on valid grounds and follow the proper legal process.

How do local authorities enforce penalties?

Councils can issue fines directly without needing a court order.

What happens if a landlord repeatedly breaks the rules?

Councils can issue a civil penalty of up to £40,000 and the most persistent offenders could face a banning order, which would prevent them from letting properties.

How can landlords avoid fines?

By ensuring every property they let meets the legally required minimum safety standards at the start of the tenancy and throughout, and the tenancy is managed and brought to an end following the correct legal procedures.

Are there specific checks landlords should do?

- Periodical fire risk assessments to identify and eliminate potential hazards.
- Annual gas safety check, carried out by a Gas Safe registered engineer.
- Electrical safety installation inspection carried out by a qualified electrician at least once every five years – more often if indicated on the last report.
- Annual PAT testing on electrical items provided for tenants (not a legal requirement, but advisable).
- Legionella risk assessment.

Can tenants report landlords for non-compliance?

Yes, tenants can report landlords to the local council if they believe their rented home does not meet legal standards.

What should landlords do if they receive a penalty notice?

Seek legal advice immediately and take required remedial action within the specified timeframe. The property should be inspected regularly in the future to ensure it remains up to standard.

Where can landlords get help to stay compliant?

The most reliable way to ensure properties remain legally compliant is to use the services of a qualified professional property lettings and management company. If self-managing, landlords should seek advice from legal specialists.



The Decent Homes Standard

In the social rented sector, there has been a 'Decent Homes Standard' for more than 20 years. To be considered 'decent', a rented home must be free of the most severe hazards as categorised in the Housing Health and Safety Rating System (HHSRS).

Meanwhile, in the private rented sector (PRS), accommodation is required to meet certain standards which aren't that dissimilar to the Decent Homes Standard. While councils will base their assessments of privately rented properties on the HHSRS, landlords are required to:

- Make sure their property is 'fit for human habitation' at the beginning of the tenancy and throughout (as per the Homes (Fitness for Human Habitation) Act 2018).
- Keep properties in a 'reasonable state of repair'.

In addition, there is a requirement for gas and electrical safety certificates and to meet minimum energy efficiency standards.

The Renters' Rights Act introduces a legally binding minimum set of standards for the PRS. These are yet to be confirmed.

Key changes once the legislation comes into force:

- A new Decent Homes Standard will set clear expectations for the minimum standards landlords' properties must achieve.
- There will be stronger rules around keeping properties free from damp and mould and a minimum timeframe for fixing issues.
- Heating and ventilation systems will have to meet energy efficiency standards.
- Local councils will be able to fine landlords up to £7,000 if they fail to keep properties free from serious hazards. (Currently, landlords can only be prosecuted by the courts for letting a sub-standard home.)
- The maximum repayment under a rent repayment order (RRO) is increasing from 12 to 24 months' rent.

What this means for landlords

- Landlords will have clear guidance around minimum standards of health and safety in their properties.
- Some investment may be needed to ensure minimum standards are met, e.g. upgrading heating systems.
- Regular property inspections will become even more important.
- There will be a strict legal timeframe for investigating and fixing the most serious hazards.
- If landlords fail to comply, tenants will be able to challenge them through the court for breach of contract.
- The consequences for failing to keep properties up to standard will become more severe:
  - Councils will be able to issue a civil penalty of up to £7,000.
  - If a landlord fails to comply with enforcement action, they may be criminally prosecuted – including being taken to court by tenants.
  - If the council or a tenant applies to the First-Tier Tribunal for an RRO, a landlord could be ordered to repay up to 24 months' rent.

Steps for landlords to stay compliant

- Carry out regular periodical inspections to ensure properties remain is good condition – paying particular attention to any signs of damp or mould.
- Upgrade heating systems to meet energy efficiency requirements.
- Ensure electrical and fire safety standards are met.
- Be prepared to address and resolve issues quickly.

What this means for tenants

- Tenants will be able to expect safe, well-maintained and secure living conditions.
- They are less likely to face problems with damp, heating and safety hazards.
- The amount they could receive under a rent repayment order, if their landlord fails to keep the property up to standard, will double from 12 to 24 months' rent.
- All renters in England will be given the right to challenge their landlord in court for breach of contract if their living conditions are dangerous.



FAQs

What is the Decent Homes Standard (DHS)?

A set of legal requirements ensuring rental properties meet safety, heating, and structural standards. It currently only applies to the social rented sector, but the Act extends this to all homes in the private rental sector. There may be some additional requirements stipulated in the final draft of the revised DHS.

What will happen if a property doesn't meet the standard?

The local council will be able to issue an enforcement notice for repairs to be made and could penalise landlords with a civil penalty of up to £7,000. Landlords who fail to make any necessary improvements could be taken to court by either the council or their own tenants.

How can landlords check if their properties are compliant?

By making regular inspections and having a qualified lettings professionals carry out assessments.

What will be the penalties for non-compliance?

If problems are not rectified within any legally required timeframe, the local council can issue a civil penalty of up to £7,000 and could prosecute a landlord in court. Tenants can already apply to the First-Tier Tribunal for a rent repayment order (RRO) and they will be given a new right to take their landlord to court for breach of contract. If a RRO is made, the maximum amount will be 24 months' rent – double what it is currently.

What is Awaab's Law?

Awaab's Law is named after a young boy who died in a social-rented home as a result of prolonged exposure to mould in the property and requires social landlords to take swift action when health hazards are recognised. The Renters' Rights Act will extend this to the private rented sector and set strict legal timeframes for landlords to investigate and fix reported serious hazards such as damp and mould.

How often should landlords inspect their properties?

Every 6-12 months - more frequently if issues arise.

What are the most common issues landlords need to fix?

Damp, mould, poor insulation, heating problems and electrical safety hazards.

Can tenants report a landlord for non-compliance?

Yes, tenants can contact local authorities if they feel their home falls below minimum standards and can apply to the First-Tier Tribunal for a RRO. The Act will give them a new right to take their landlord to court for breach of contract.

Will landlords need to improve energy efficiency under the RRB?

While new energy efficiency rules are yet to be defined, landlords will have to ensure heating and insulation in their property meets the minimum requirements. It is expected that properties will need to meet an energy performance rating of 'C' in the future – it's currently 'E'. If you are considering buying a new property to let or renovating an existing one, it's worth investigating what changes you can make to improve the property's energy performance as soon as you are able.

Landlord Ombudsman and mandatory portal registration

Under the Renters' Rights Act, two new forms of landlord regulation will be introduced.

Key changes once the legislation comes into force:

- A Private Rented Sector Database will be created, and landlords will be legally required to register themselves and their properties.
- Landlords will be mandated to join a new Ombudsman scheme.
- Dispute resolution processes will be formalised within the Ombudsman framework.

What this means for landlords

- Every rental property will have to be registered on the new PRS Database before it can be marketed or let.
- Landlords will have to register details of themselves and the property manager on the database.
- Any fines and other penalties issued against the landlord may be listed on the database.
- Changes to legislation and requirements will be communicated to landlords via the database, which will contain guidance to help them understand and comply with their legal obligations and responsibilities.
- Failure to register on the database or join the Ombudsman could result in a civil penalty of up to £7,000 for a first offence and up to £40,000 for repeated non-compliance.
- Continuing or repeat breaches of the Ombudsman could result in the First-Tier Tribunal awarding a rent repayment order.
- The new Ombudsman's dispute resolution service will be able to handle landlord/tenant disagreements and issues – such as refusal to allow a pet.
- It should be less costly and time-consuming for landlords to resolve disputes with their tenants, as the Ombudsman is hoped to help reduce the need for court action.

Steps for landlords to stay compliant

- Register all required information on the new portal – personal information and details for every property.
- Join the Landlord Ombudsman scheme.
- Keep careful records of maintenance, tenancy agreements, communications with tenants and complaint resolutions.
- Stay updated on the latest legal requirements to avoid being fined or prosecuted.



What this means for tenants

- Tenants will be able to search the database to see whether their landlord has had any fines or other penalties in the past.
- If a tenant has a complaint about their landlord or there is a dispute, they will be able to take the matter to the Ombudsman. This will give them a much easier route to redress.

FAQs

What is the PRS portal?

The PRS (Private Rented Sector) portal will hold details of landlords and their properties and will also act as a 'one-stop-shop' for landlords, with guidance to help them understand and comply with their legal obligations and responsibilities. Registration on the portal will be mandatory for landlords.

Who will need to register on the PRS portal?

All landlords letting property will have to register details of themselves and their properties.

What will happen if I don't register?

The council could issue a civil penalty of up to £7,000 for a first offence and up to £40,000 for repeated non-compliance.

What is the Landlord Ombudsman scheme?

This is a new service that will be set up to handle tenant complaints and provide a dispute resolution service for landlords and tenants. All landlords will be required to join the scheme.

Will membership of the new Ombudsman be required for all landlords?

Yes, all landlords will have to join the scheme to remain compliant. If they fail to join, the council could issue a civil penalty of up to £7,000 for a first offence and up to £40,000 for repeated non-compliance. Also, tenants will be able to seek rent repayment orders against their landlord if they persistently fail to join the Ombudsman.

How will the new Ombudsman scheme benefit landlords?

It will offer a structured dispute resolution process, which should reduce the risk of ending up in court, saving landlords money and time.

Will there be a cost to registering on the portal and membership of the Ombudsman?

Yes. Although we don't yet know how much this will be, the Government has said it will "work to ensure that the fee is proportionate and good value".

Will tenants be able to file complaints against landlords?

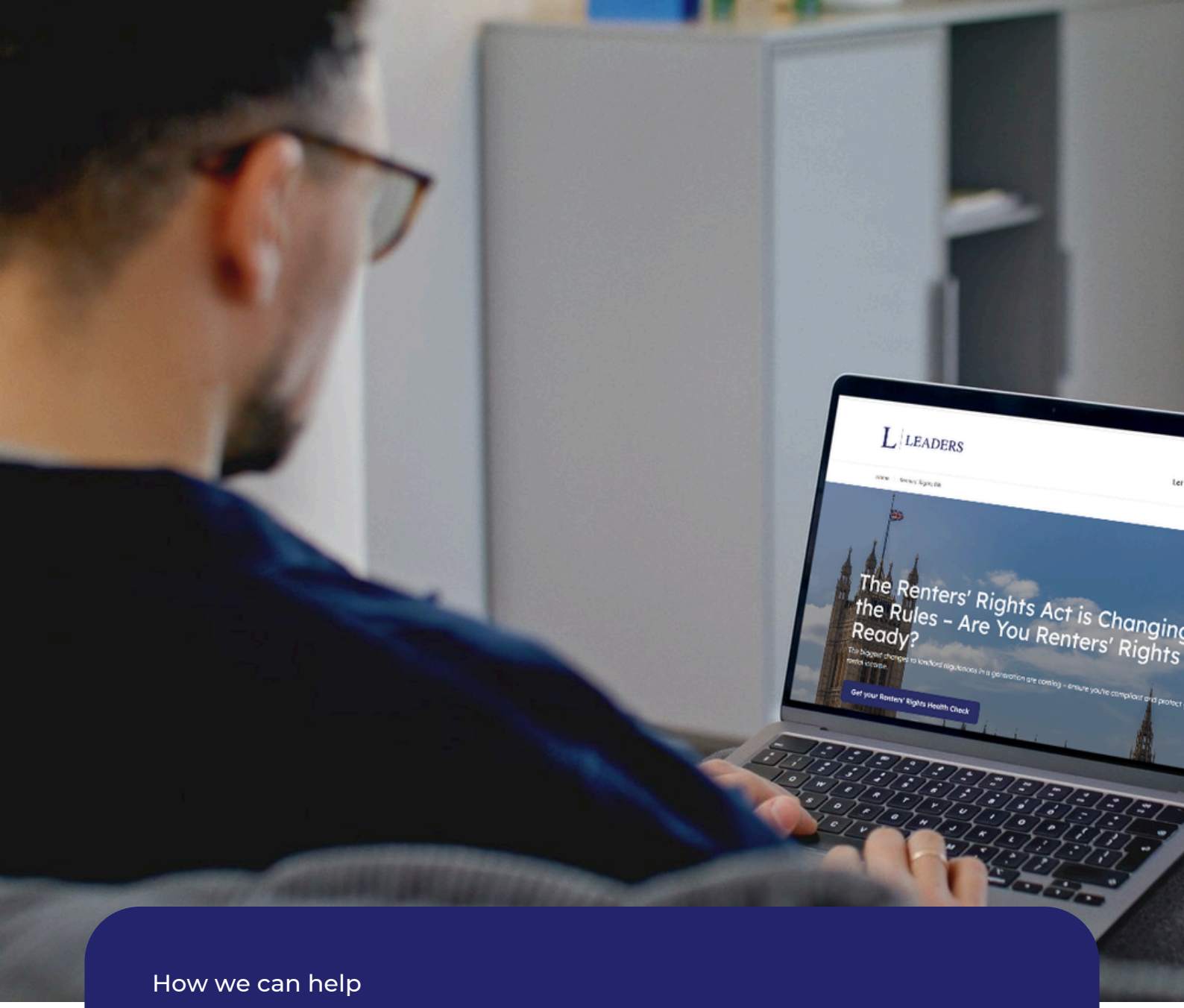
Yes, if they have been unable to resolve issues directly with their landlord, tenants will be able to escalate complaints to the new Ombudsman.

How do I register my properties?

Landlords will be able to register through the official PRS portal once it is fully implemented.

Will this affect existing tenancy agreements?

No, but landlords will have to comply with the new dispute resolution requirements.



How we can help

We've been working hard to help our landlords stay compliant with the Renters' Rights Act. Over 2,400 of our team have been trained by Propertymark experts, so you can be confident your property is in safe hands.

With our Fully Managed service, we can handle everything for you - from tenant sourcing and rent collection, to inspections, maintenance, and full legal compliance.

For added peace of mind, we also offer a Premier Service which covers your legal costs if a tenant breaches their agreement, damages the property, fails to vacate, or falls behind on rent.

Stay compliant, protected, and stress-free with our expert support.

To speak to one of our lettings experts, find the contact details for your nearest branch.

Contact your local branch