

A Guide to the Renters' Rights Act

Abolition of Section 21 Evictions – Possession Through Section 8 Only

- Landlords will now have to rely only on expanded section 8 grounds to evict tenants from 1st May 2026
- Both mandatory and discretionary grounds have been updated by the government - to serve a section 8 one or more grounds must be met and served correctly otherwise there is a risk of significant fines
- As currently, landlords will need to go to court if tenants do not leave after the notice period – evidence for grounds met must be provided to avoid delays
- On pages 5-7 of this guide there is a table for all the section 8 grounds that must now be relied on.
- **The Flatman Partnership can offer Rent & Legal Protection** through our partner Goodlord for our managed and rent collection services - costs of which will vary depending on rent amount

Periodic Tenancies

- Fixed term ASTs will be replaced with Assured Periodic Tenancies (APT)
- Any new tenancies from 1st May 2026 need to be written APTs – **at The Flatman Partnership we are ready with complaint contracts**
- From 1st May 2026 tenants will need to provide 2 months' notice to end their tenancy
- Tenancies will operate on a rolling, month to month basis so from 1st May 2025 there will be no minimum term for new or existing tenancies, meaning tenants can give notice at any point

Rent increases

- Section 13 will be the only mechanism for increasing rent from 1st May 2026
- This means rent review clauses, renewed fixed term agreements and written agreements will no longer be valid for rent increases
- Landlords & agents must provide tenants with at least 2 months' notice of any proposed rent increase instead of the current one-month requirement
- A section 13 can only be used once every 12 months

- Tenants will be able to dispute rent increases via the first-tier tribunal (FTT) if the proposed rent does not align with local market rates - the tribunals decision is final
- Increases will not be back dated and will be effective from the date the FTT reaches their verdict
- **The Flatman Partnership will be able to complete the section 13 process as well as provide robust evidence for market rent rates**

Renting/Marketing Your Property

- The Act will end rental bidding so landlords and agent cannot request, encourage or accept offers above the advertised marketing price from 1st May 2026 – **advertising at the correct rent has become more important and can be expected with The Flatman Partnership**
- From 1st May 2026 landlords cannot unreasonably refuse tenants with pets or refuse pet requests and responses to requests must be written within 28 days - details of the pet can be requested such as type of pet, vet records etc. **At the Flatman Partnership we are ready to process requests to keep complaint with new rules**
- Requiring tenants to take out pet insurance or pay a pet deposit will not be allowed
- From 1st May 2026 the Act will prohibit discrimination so landlords cannot refuse tenants on benefits or with children – affordability can still be assessed and rules on overcrowding can be considered
- **At The Flatman Partnership we use Goodlord to carry out our references checks for all tenants providing robust checks for peace of mind.**

Rent In Advance

- From 1st May 2026 the Act will prohibit large amounts of rent in advance (i.e. more than one month) being demanded and rent before the due date also cannot be demanded
- Once a tenancy is signed and counter-signed/executed only then can the first month of rent be requested
- **At The Flatman Partnership new tenancies will be processed via Goodlord through the following timeline to keep all landlord compliant**
 1. Tenant pays holding deposit
 2. Tenant goes through referencing

3. Flatmans sends tenancy agreement for signing once references have passed
4. Tenant pays the full 5 week deposit before signing
5. Landlords countersign and Flatmans executes the agreement
6. Tenant receives signed agreement and is asked to pay their first month rent minus the amount of the holding deposit

Private Rented Sector (PRS) Database

- A new digital database will be designed to compile information about landlords and properties as well as provide visibility on compliance in one place
- It is likely to include things like landlord's contact details, property details and safety information, etc.
- It is expected that landlords will have to pay a fee
- Details have not yet been released on exactly what will be on the database and what will be publicly visible versus what will be visible to local councils
- Once implemented properties will have to be registered to get possession when serving notice
- Predicted to be implemented late 2026/2027
- Note that the government intends to allow us agents to submit information on behalf of landlords and properties that we manage, and they will be exploring secondary legislation on what that will look like in practice

Landlords Ombudsman

- The Act will make it a legal requirement for all private landlords to register with a Private Rented Sector Ombudsman scheme
- This service will be used to resolve disputes between landlords and tenants impartially, with binding resolutions without needing court involvement
- Resolutions can include issuing apologies, information, taking remedial actions and/or paying compensation
- Landlord will have to join even if they use a managing agent – agents must still be a part of their own redress scheme
- It is expected that landlords will have to pay a fee
- Predicted to be implemented in 2027-8 after the PRS Database is introduced

Decent Home Standards

- All rental properties must meet minimum quality standards - tenants will be able to complain via council and/or the ombudsman once implemented, and local authorities will be given further investigatory powers
- There are four key criteria properties need to meet
 1. Free from serious hazards: includes excessive heat and cold, structural issues and other dangers
 2. A reasonable state of repair: includes items such as chimneys, the roof, heating systems and kitchen appliances
 3. Reasonably modern facility and services: updating kitchens and bathrooms; noise insulation and sufficient common entrance areas are also required
 4. A reasonable degree of thermal comfort: properties must have efficient heating systems and proper insulation etc.
- This includes implementing Awaab's Law meaning landlords and agents must follow strict timescales to inspect and repair hazards such as damp and mould as well as provide a complete report to the tenant of the of the hazard from the time it was reported to the time it is fixed
- An EPC rating of C the minimum for rental properties by October 2030
- Note that the implementation of Awaab's Law & stricter criteria for Decent Homes Standards forms Phase 3 of the Act with implementation predicted for 2035
- **At The Flatman Partnership our inspections for managed properties will help keep us up to date on property conditions allowing for early intervention**

Enforcement for non-compliance making compliance essential

- Local councils will be given powers to apply civil penalties to any breaches or non-compliance of any of the above of up to £7,000 for initial breaches and up to £40,000 or criminal proceedings for continued breaches
- Penalties can be appealed through the first-tier tribunal
- Rent repayment orders will also be extended
- Any breaches or non-compliance with the above also may make repossession more difficult though routes will remain open to meet compliance
- Local councils will be provided with a range of new investigatory powers which will allow them powers to require information form relevant persons and powers of entry to businesses (this will begin from 27th December 2025)

Ending a Tenancy: Grounds for Section 8 Notice

*1-8 are mandatory grounds 9-18 are discretionary grounds (some grounds missing from table as these are not relevant to tenancies that we at The Flatman Partnership deal with the full guide can be seen via this link: [Grounds for possession: guidance for landlords and letting agents - GOV.UK](#))

Ground	Description	Notice	Comments	Details
1	Landlord or family member (spouse, civil partner, children, siblings, grandparents, grandchildren) wish to occupy	4 months	You cannot market or re-let the property starting from when the notice is served and continuing until 12 months after the notice expires – a total of 16 months	Tenants cannot be asked to leave in the first 12 months of a tenancy so can be served in/after the 8 th month of a tenancy
1A	Landlord wishes to sell	4 months	You cannot market or re-let the property starting from when the notice is served and continuing until 12 months after the notice expires – a total of 16 months even if a sale falls through	Tenants cannot be asked to leave in the first 12 months of a tenancy so can be served in/after the 8 th month of a tenancy
2	Sale by mortgagee	4 months	The property is subject to a mortgage and the lender exercises a power of sale requiring vacant possession	
5	Property required for the use of a minister of religion	2 months	If a religious organisation owns the property and needs a minister of religion to live in it	
6	Redevelopment	4 months	Landlord can show that they intend to substantially develop or	Must be 6+ months after tenancy starts

			reconstruct and that this cannot be done with tenants in place	
6B	Enforcement Action	4 months	Landlord subject to enforcement action by Local Authority or banning order by First-tier Tribunal and needs to regain possession to become compliant.	Court will be allowed to require landlord to pay compensation to the tenant
7	Tenancy inherited though will or intestacy	2 months	If a tenant has passed away - this cannot be used if a surviving spouse is living in the property	
7A	If the tenant has committed "serious antisocial behaviour"	landlords can begin proceedings immediately	Tenant convicted of criminal offence, breached IPNA, breached criminal behaviour order, or convicted of causing noise nuisance	
7B	If the tenant does not have a right to rent in the property	2 weeks		
8	Rent arrears	4 weeks	3 months arrears at the time notice is served and at the court hearing	Unpaid UC cannot be counted against arrears
10	Any rent arrears	4 weeks	If the tenant is in rent arrears but less than Ground 8	
11	Persistent late payment of rent	4 weeks		
12	Breach of contract	2 weeks	Tenant has breached tenancy agreement (excluding payment of rent)	
13	Deterioration of common parts due to the tenant	2 weeks	If the tenant is a nuisance	

			or annoyance to neighbours, or is using the property for illegal or immoral activity or has caused the condition of the property to deteriorate	
14	Nuisance or ASB or interference with management	landlords can begin proceedings immediately	ASB = anti-social behaviour	
14ZA	Rioting	2 weeks	The tenant or another adult living at the property has been convicted of an indictable offence which took place at a riot in the UK.	
15	Deterioration of furniture provided by landlord due to the tenant	2 weeks		
17	False statement	2 weeks	The tenancy was granted due to a false statement made knowingly or recklessly by the tenant or someone acting on their instigation	