

Renters' Rights Act 2025

The Renters' Rights Act 2025 (the **Act**) received Royal Assent on 27 October 2025 and fundamentally changes the law relating to residential tenancies.

The Act will be brought into force in phases. The first phase will be the implementation of the new tenancy regime on **1 May 2026**. The second phase, from late 2026, will see the creation of a landlord's database and ombudsman. The final phase, for which dates are to be confirmed, will see the introduction of Awaab's Law and the Decent Homes Standard.

For now, landlords can continue to recover possession using section 21 notices and current grounds of possession but we strongly advise landlords to seek advice before granting new Assured Shorthold Tenancies (**ASTs**). Landlords should take care to ensure that all the relevant requirements are complied with so that any section 21 notice is valid.



Tenancy agreements

What is the impact of the Act on ASTs?

From 1 May 2026, ASTs will be abolished and will become assured periodic tenancies, with rental periods not permitted to exceed one month. Any terms in an existing tenancy that provide for either a fixed term or longer rent periods will have no effect.

The conversion of all ASTs to periodic assured tenancies means that tenants will be able to stay in their homes until they decide to end the tenancy by giving two months' notice.

Is this the end of notices under section 21 of the Housing Act 1988 (S.21 Notice)?

Yes. Any S.21 Notice served after 30 April 2026 will not be valid.

What if a lease prohibits subletting otherwise than pursuant to an AST?

These will be read to allow subletting by way of an assured tenancy. This means that, from 1 May 2026, a superior landlord will not be able to withhold consent to a subletting pursuant to an assured tenancy, and such a subletting will not give rise to a breach of the lease.



Possession

What happens if a landlord has already served a S.21 Notice?

Where a landlord has served a valid S.21 Notice on or before 30 April 2026, the landlord will still be able to rely on that notice. However, the landlord must issue possession proceedings within a set timeframe, depending on when the notice was served.

What happens if a landlord has already issued proceedings for possession on the basis of a S.21 Notice?

Those proceedings can progress and, provided a landlord is able to prove that the S.21 Notice is valid and they are entitled to possession, a possession order will be made.

How can a landlord recover possession after 1 May 2026?

A landlord will need to serve notice under the revised section 8 of the Housing Act 1988 (a **S.8 Notice**) by specifying which ground or grounds it is relying on to end the tenancy.

What if a landlord wants to take back possession of a property because they want to live there?

The Act will allow a landlord to terminate a tenancy where the landlord, their spouse, civil partner or other close family member (i.e. parent, grandparent, sibling, child or grandchild) wants to live in the property as their only or principal home. Certain requirements will need to be met though.

What if a landlord wants to take back possession of a property because they want to sell it?

The Act will allow a landlord to serve a notice terminating a tenancy where they intend to sell the property (or grant a lease for a term of 21 years or more). Certain requirements will need to be met though.

What if a landlord wants to take back possession of a property because they want to redevelop?

A landlord will be able to rely on amended ground 6. The landlord must show that the redevelopment cannot reasonably be carried out with the tenant in occupation. This is likely to be similar to proving Ground (f) for the 1954 Act.

Can a landlord still recover possession if the tenant has not paid the rent?

Yes. The Act will still allow a landlord to serve a S.8 Notice where the tenant is in rent arrears. However, four weeks' notice will be required (and a landlord will need to evidence that the tenant has accrued three months' rent arrears as at the date of the S.8 Notice).

Are there any other grounds for possession?

Yes. There are several more, including some relating to student accommodation, employment and breach of the tenancy. A full list can be provided on request.

Will a landlord have to provide the tenant with an EPC, Gas Safety Certificate and How to Rent Guide in order to serve a valid S.8 Notice?

No. However, the obligations to ensure service of these documents are governed by other legislation, with their own penalties for breach.

Will a landlord still have to register a deposit in order to serve a valid S.8 Notice?

Yes. It will still be necessary for a landlord to protect a deposit paid by a tenant and serve the prescribed information on the tenant within 30 days. If a landlord fails to register the deposit on time, it will still be able to recover possession if the requirements are met before the possession hearing, but there may be financial penalties.

Rents and rent reviews

What does the Act say about rents?

Landlords will only be permitted to advertise with a specific proposed rent, and, if they accept an offer that exceeds the proposed rent, they can be fined.

How will the Act change rent reviews?

From 1 May 2026, rent increases must follow a statutory notice process; contractual terms will be of no effect. Landlords will only be able to propose a rent increase once every 12 months, giving at least two months' notice.

Tenants will be able to challenge the proposed rent by applying to the First Tier Tribunal (FTT). The FTT will then determine the open-market rent. The new rent amount will be the lower of the open market rent and the proposed rent.



What else do I need to know?

Will every tenant be able to request a pet, and will the landlord have to agree?

The Act will imply a term into every assured tenancy that a landlord cannot unreasonably refuse consent if a tenant asks to keep a pet, even if strictly prohibited in the agreement. It will be reasonable for a landlord to refuse consent in the following two situations, although it will not be limited:

- ▶ if an agreement between the landlord and a superior landlord prohibits the keeping of a pet without consent of the superior landlord, and the landlord has taken reasonable steps to obtain consent, but that consent has not been given;
- ▶ if the pet being kept at the property would cause the landlord to be in breach of an agreement with a superior landlord, e.g. a superior lease simply states that pets are not allowed in the building.

Rent Repayment Orders

Landlords (and superior landlords) will be liable for Rent Repayment Orders if they fail to comply with parts of the Act.

Anti-discrimination provisions

From 1 May 2026, it will be illegal for landlords and agents to discriminate against prospective tenants in receipt of benefits or with children.

Register of PRS landlords

In the second implementation phase, expected to start in late 2026, a 'private rented sector database' will be created to help landlords understand their legal obligations and demonstrate compliance (giving good landlords confidence in their position), alongside providing better information to tenants to make informed decisions when entering into a tenancy agreement. Landlords will need to be registered on the database in order to use certain possession grounds.

Ombudsman to help resolve disputes

Also in late 2026, an ombudsman will be set up. All private landlords will be required to join this service once it is up and running (which it is expected to be in 2028) and may have to pay a small annual fee per property. The ombudsman will aim to provide quick, fair, impartial and binding resolution for tenants' complaints about their landlords.

Awaab's Law and the Decent Homes Standard

Awaab's Law, which requires landlords to fix damp, mould, and other emergency hazards within strict timeframes, will be extended to apply to the private sector. The Act also envisages that a Decent Homes Standard will be extended to apply to the private sector. The date on which these measures will be brought into force will be announced after a government consultation has taken place.



Agricultural workers

Will the Act have any impact on agricultural workers housed in dwellings under Assured Agricultural Occupancies (AAOs)?

Under the Act, the position as regards AAOs will remain largely the same. It will remain possible to opt-out of being an AAO. The decision must be made prior to the tenancy being entered into, as a notice procedure will need to be followed. If the landlord does decide to opt-out of being an AAO, the tenancy will be an assured periodic tenancy. The decision as to whether to opt out will remain an important one for the landlord.

What will happen to ASTs of dwellings used to house agricultural workers?

Any existing ASTs of dwellings used to house agricultural workers will become assured periodic tenancies, in the same way as existing ASTs of other dwellings.

It will also be possible for new assured periodic tenancies to be created, where the landlord opts out of the tenancy being an AAO.

In each case, the new rules applying to assured periodic tenancies will apply as they apply to tenancies of other types of dwellings. That said, it is worth noting that some possession grounds will be available to assured tenancies (whereas they will not to AAOs). In particular, landlords may seek possession where:

- landlords may seek possession where the headlease is either an Agricultural Holdings Act 1986 or Farm Business Tenancy, which is coming to an end;
- landlords may seek possession where the dwelling is required for an agricultural worker employed by the landlord; and
- landlords may seek possession where the dwelling was let in consequence of the tenant's employment, and that employment has now ceased.



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