

LET'S TALK ABOUT THE RENTERS RIGHTS ACT 2025



haus 

Let's Talk About It, Let's Prepare For It

INTRODUCTION

The Renters' Rights Act 2025 marks one of the biggest shake-ups to the private rented sector in England, bringing important changes for landlords, letting agents, and tenants alike. Although the Act has now passed into law, we're still waiting for confirmation on when each part will take effect.

To help you stay informed and ready, we've pulled together this straightforward guide highlighting the key changes every landlord should know and how we can offer support along the way. *We won't share all our top tips and ideas here, so to find out more, book an appointment with us. Don't forget our Portfolio Health Checks - when was the last time you reviewed your property investment?*

The main updates include:

- Assured Shorthold Tenancies (ASTs) becoming periodic tenancies
- A new tenancy structure
- Clearer rules for ending tenancies and restrictions on 'no-fault' evictions
- Updated rules on rent increases
- A ban on rent bidding
- Stronger rights for tenants to keep pets
- New anti-discrimination protections
- Higher property standards for private rented homes
- A new landlord registration and redress system
- Expanded powers for local authorities to enforce compliance

These changes are significant, but with the right preparation and support, landlords can adapt smoothly and continue to manage their properties with confidence.



NEW TENANCY STRUCTURE

Once this part of the legislation takes effect, all existing and new tenancies will automatically convert to assured periodic tenancies, also known as rolling contracts. This means tenancies will continue indefinitely, until ended by a tenant's notice or by a landlord's notice based on specific, legally defined grounds. The aim is to give tenants greater stability while keeping a fair and transparent process for landlords. Its important to remember with this, tenants can give notice from day one.

This is predicted to come into effect for all new and existing tenancies in early to mid-2026

AST'S BECOME PERIODIC

At the start of every tenancy, landlords will be required to provide tenants with a written statement outlining all key terms of the agreement. When these rules come into force, existing tenants must also receive a Government issued summary explaining the changes within one month but there's no need to issue brand-new tenancy agreements.

Importantly, rent cannot be collected before the tenancy agreement is signed, although a deposit may still be taken in advance.

This is predicted to come into effect for all new and existing tenancies in early to mid-2026

NO SECTION 21 NOTICE

When this part of the legislation takes effect, Section 21 evictions will be abolished. This means landlords will no longer be able to end a tenancy without giving a reason.

Instead, a tenancy can only be ended by serving a Section 8 notice, which must set out one or more specific, legally defined grounds for possession. Each ground has its own notice period and full details can be found in Table 1 of the UK Government Guide, included at the end of this Haus guide.

If a landlord wishes to move into the property or sell it, they'll only be able to do so after the first 12 months of the tenancy due to the 'Protection Period'

Tenants, on the other hand, will have greater flexibility. They can end their tenancy at any time by giving two months' written notice to the landlord. Where there are joint tenants, a notice served by one will apply to all.

The ban on Section 21 "no-fault" eviction notices is predicted to come into effect in early to mid-2026. The exact date has not yet been confirmed by the government.

REMEMBER

Every possession claim must be backed up with evidence. Keeping comprehensive records of your interactions with tenants, repairs carried out, and rent payments or arrears is most important. Accurate documentation helps protect you and strengthens your case if issues arise.

It is suggested that a valid Section 21 notice served before the commencement date will remain valid for a limited time after the ban comes into effect. Landlords will have up to three months from the commencement date (or six months from serving the notice, whichever is earlier) to initiate court proceedings.

NEW RENT RULES & INCREASES

Once this part of the legislation takes effect, rent periods will be monthly or shorter, and during the first month of a tenancy, landlords can only accept one month's rent in advance. After that, tenants may choose to pay more if they wish but they cannot be required to do so. Any clauses in tenancy agreements made before the Renters' Rights Act will remain valid.

Going forward, rents can only be increased once per year and only by serving a Section 13 notice. Tenants must be given at least two months' notice of any proposed increase. If a tenant believes the new rent is unfair, they have the right to challenge it through the First-tier Tribunal.

RESTRICTIONS ON RENT BIDDING

Under the new rules, landlords and letting agents must clearly advertise the asking rent for each property. Prospective tenants can make offers up to the advertised rent, but they cannot be encouraged or permitted to offer above it and landlords cannot accept bids higher than the published amount.

LHA HAVE MORE POWER

From 27 December 2025, local councils will have stronger powers to enforce the new rules. A first offence may result in a £7,000 fine, increasing to £40,000 for repeat breaches. Tenants may also apply to the First-tier Tribunal for a Rent Repayment Order of up to 24 months' rent, and redress schemes will be able to require compensation or remove landlords for serious non-compliance.

PET REQUESTS

When this part of the legislation takes effect, landlords will no longer be able to unreasonably refuse a tenant's request to keep a pet. Landlords must respond to any pet request within 28 days.

If a superior landlord or freeholder prohibits pets and refuses permission when asked, this will be considered a reasonable ground for declining the request. In all other cases, the landlord will need to show that refusing the request was reasonable.

Valid reasons for refusal may include:

- Proven allergies
- Restrictions in a head lease
- Lack of suitable space or facilities
- Concerns about pet size, nuisance, or the environment
- Documented phobias

If a request is declined, the landlord must provide the tenant with written reasoning within 7 days of the decision.

If the request is approved, the tenant will be required to sign a Pet Agreement outlining the terms and responsibilities associated with keeping the pet.

REMEMBER

If the request is accepted it's important to ensure a Pet Agreement is signed before the pet moves in as this helps set expectations and protects both you and your tenant.



DISCRIMINATION

When this part of the legislation takes effect, landlords must not discriminate against prospective tenants because they have or may have children living at or regularly visiting the property, or because they receive, or may receive, benefits.

Landlords will still have the right to carry out affordability checks and to make decisions based on a tenant's ability to meet rent and financial commitments. In some limited circumstances, it may also be reasonable to refuse an application from a household with children if doing so is a proportionate way of achieving a legitimate aim — for example, where allowing additional occupants would cause the property to become legally overcrowded.

AWAAB'S LAW

Under Awaab's Law, landlords must take swift action to address any health hazards such as damp or mould.

Investigations:

- Must begin within 14 days of receiving a tenant's complaint.
- Landlords must provide the tenant with a written report detailing findings, proposed solutions, and timeframes.

Repairs:

- Serious risks: Repairs must begin within 7 days of the investigation.
- Emergencies: Repairs must begin within 24 hours.
- Completion: All works must be finished within a reasonable timeframe, as defined by the Landlord and Tenant Act 1985.

Under Clause 42 of the Social Housing (Regulation) Act 2023, regulators have powers to issue unlimited fines and, where necessary, enter properties with 48 hours' notice to carry out emergency repairs.

DECENT HOMES STANDARDS (DHS)

The Decent Homes Standard aims to raise the quality of housing across the private rented sector, ensuring every tenant lives in a safe, well-maintained, and comfortable home. **This is scheduled for implementation around 2035 (according to the NRLA.)**

To meet the new standard, landlords must ensure that:

- **State of repair:** Structural elements such as walls, floors, and roofs are in sound condition.
- **Modern facilities:** Essential amenities (like kitchens and bathrooms) are reasonably modern and in good working order.
- **Thermal comfort:** Properties have adequate heating and insulation to keep them warm and energy efficient.
- **Free from hazards:** Homes must be free from serious risks such as damp, mould, or other health hazards.

Local authorities will be responsible for enforcing the DHS and can issue fines of up to £7,000, or prosecute in the most serious cases.



PRS DATABASE

When this part of the legislation takes effect, all landlords will be required to register themselves and their rental properties on the PRS Database before they can advertise or let them.

Key points:

- A registration fee will apply.
- The database will include records of any convictions or penalties for housing-related offences.
- Letting agents must verify that a property is registered before advertising it.

Failure to comply:

- Any Section 8 Notice served by an unregistered landlord will be invalid.
- Local authorities can issue fines of up to £7,000, rising to £40,000 for repeat offences.

Landlords must also ensure their registration details remain accurate and up to date. Pop us a call to discuss getting you Registration Ready!

LANDLORD OMBUDSMAN

All private landlords must join the Landlord Ombudsman Scheme and pay a membership fee. The scheme gives tenants an independent way to resolve complaints quickly and fairly. If a complaint is upheld, the Ombudsman may require the landlord to:

- Take (or stop) a specific action
- Provide a written apology
- Pay compensation

Failure to comply can lead to fines of up to £7,000, rising to £40,000 for serious or repeat breaches. Tenants may also apply for a Rent Repayment Order if a landlord fails to join or comply.

GROUND 4A

The Act introduces Ground 4A, allowing landlords of HMOs let to full-time students to regain possession at the end of the academic year.

Conditions for Ground 4A:

- All tenants must be full-time students at the start of the tenancy, or reasonably expected to become so.
- The landlord must intend to let the property to another group of full-time students in the next academic year.
- Minimum notice period: 4 months.
- Notice date range: Tenancy must end between 1st June and 30th September.
- Applies only to HMOs with three or more bedrooms; not individual tenancies outside shared accommodation.

Important Compliance Steps

- Landlords must provide written notice before the tenancy starts stating their intention to rely on Ground 4A.
- Without this notice, Ground 4A cannot be used later.
- Ground 4A cannot be applied if the tenancy was agreed more than six months before the tenant's move-in date.

Definition

A full-time student is anyone enrolled on a full-time course at a prescribed higher education establishment, such as a university or college.

PBSA

Students living in university-managed housing are not affected by the new tenancy rules, as they hold licence agreements rather than Assured Shorthold Tenancies.

Private purpose-built student accommodation (PBSA) is exempt from the new rules provided the operator is a member of an approved code of practice, so landlords should always confirm code membership when managing or listing these properties.

STUDENT

REMEMBER

Landlords and agents cannot require or accept rent in advance before a tenancy starts. Once the tenancy is signed, you may only request up to one month's rent in advance (or up to 28 days' rent for shorter rental periods), and rental periods are limited to one month.

Some tenants, such as students, may choose to pay termly or quarterly, but this must be voluntary, it cannot be requested or suggested. Make sure to review your rent collection procedures and tenant communications to reflect these changes.

Contact us to find out more about how you can protect yourself from compliance risks.

REMEMBER

With the ban on rent in advance, some international students may find it harder to meet referencing requirements. They may need to use a UK guarantor service to satisfy affordability checks.

Contact us to find out more about the guarantor services we work with.



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WHAT IS THE CURRENT TIMELINE FOR ENFORCEMENT?

Several parts of the Renters' Rights Act 2025 are expected to take effect from 27 December 2025, including:

- Rules defining which tenancies cannot be assured tenancies (e.g. fixed terms over 21 years).
- The removal of provisions for recovering abandoned tenancies under the Housing and Planning Act.
- New reporting duties for local authorities on enforcement activity.
- Additional enforcement powers for local housing authorities.
- Powers for the Secretary of State to appoint a lead enforcement authority.

WILL THERE BE A TRANSITION PERIOD?

Yes. The Ministry of Housing, Communities and Local Government (MHCLG) has confirmed there will be a transition period before full implementation to give landlords time to prepare.

Different parts of the legislation will be introduced in stages, with advance notice provided.

For more detail on timings, see our Fact Sheet outlining when each measure is likely to take effect.

I'VE ISSUED A SECTION 21 NOTICE AFTER THE LEGISLATION RECEIVED ROYAL ASSENT. IS THAT NOTICE NOW VOID?

No. If a valid Section 21 notice was issued before the legislation comes into force, it will remain valid.

If you have already requested the court to issue a possession claim, the notice will stay valid until possession proceedings are completed, even if the new legislation has commenced in the meantime.

I'VE ISSUED A SECTION 21 NOTICE BUT HAVEN'T CONTACTED THE COURTS YET. IS IT STILL VALID?

Yes, but with conditions. If possession proceedings have not yet been requested, you must ask the court to issue a claim for possession within six months of serving the notice, or within three months of the legislation's commencement date, whichever is sooner.

HOW MUCH NOTICE MUST A TENANT GIVE, AND WHEN CAN THEY END THE TENANCY?

Tenants must give at least two months' written notice to end their tenancy. The notice must expire on the last day of a rental period, not mid-way through one. Tenants remain liable for rent until the end of their notice period.

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HOW DO THE NEW NOTICE RULES AFFECT JOINT TENANCIES?

If one tenant ends the tenancy, it will end for all tenants.

To shorten the 2 month notice period, both the landlord and all tenants must agree. If a tenant wishes to withdraw their notice, this can only be done with the agreement of all joint tenants.

HOW IS MARKET RENT CALCULATED?

Market rent will be based on the amount the property could reasonably achieve if it were re-let on the open market. Tenants will have the right to challenge rent increases through the First-tier Tribunal, which can review the evidence and set the official market rate for the property.

WILL I NEED TO GO TO COURT TO EVICT A TENANT UNDER A SECTION 8 NOTICE?

Not always. If a tenant leaves at the end of the notice period, there's no need to take further action. However, if the tenant refuses to leave, the landlord must apply to the court for a possession order.

Landlords are most likely to need a court order for cases involving rent arrears or anti-social behaviour. In these situations, you may also choose to claim compensation for unpaid rent or associated costs.

DOES THE BAN ON DSS DISCRIMINATION AFFECT MY ABILITY TO REFUSE A TENANT DUE TO AFFORDABILITY?

No. The legislation prevents blanket discrimination against tenants with children or those receiving benefits, but it does not remove your right to assess affordability.

Landlords and agents still have the final say on which tenant a property is let to, provided decisions are based on objective criteria such as income or ability to pay rent.

Contact
Us To
Find Out
Exactly
How We
Can
Support
You

GET IN TOUCH

We hope you've found this guide helpful in understanding the key changes coming with the Renters' Rights Act.

Preparation is essential to staying compliant and protecting your investments, and we're here to help you every step of the way.

Whether you own residential or student properties, we can provide practical advice and support across Leeds, Rotherham, Doncaster, Sheffield, Barnsley, and York. We'll talk you through the changes, answer your questions, and help you plan ahead so you can navigate the new legislation with confidence.

Don't leave compliance to chance, get in touch today. Call us or email us. You can even book an appointment to speak with one of our experts. We won't shy away from the details, and we'll help you turn preparation into success.

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For more information on the Grounds for possession within the Section 8 please visit the below:

[Grounds for possession - Section 8 notice](#)

<https://www.gov.uk/government/publications/guide-to-the-renters-rights-bill/guide-to-the-renters-rights-bill>

Contact Us To Find Out Exactly How We Can Support You



The Renters' Rights Act 2025 is reshaping the private rented sector - bringing new compliance standards, registration duties, and property upgrade requirements. For landlords, that means one thing: preparation matters, both legally and financially.

That's why Belle Maison Mortgages is proud to work in partnership with Haus, combining their property expertise with our award-nominated mortgage advice. Together, we're helping landlords across Yorkshire and beyond stay one step ahead of change.

Whether you own one property or a growing portfolio, our team can help you:

- Review your current mortgage arrangements and identify cost-saving opportunities
- Unlock equity to fund works needed for Decent Homes Standard compliance
- Restructure borrowing to improve cash flow and future flexibility
- Explore competitive Buy-to-Let and portfolio products from a wide range of lenders
- Plan your next remortgage early to avoid rate shocks or product lapses

By partnering with Haus, we provide a joined-up service - helping landlords not only manage their properties efficiently, but also finance them smartly. It's about protecting your investments, maintaining profitability, and meeting the new standards with confidence.

Our advisers offer clear, personal support - never jargon - across Sheffield, Leeds, Rotherham, Doncaster, Barnsley, York, and nationwide. Whether you're planning a portfolio review or exploring your next purchase, we're here to help you make informed financial decisions that keep you ahead of the curve.



Paula Bingham,
Managing Director | Mortgage
& Protection Advisor at
Belle Maison Mortgages

**WE WON'T SHY AWAY
FROM THE DETAILS**

**RENTERS RIGHTS
ACT 2025**

**WE'LL HELP YOU TURN
PREPARATION INTO
SUCCESS**

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