



An Introduction to the Renters' Right Act 2025 the biggest shake-up of short-term residential lettings in England in a generation



CJ PROPERTY
Management & Letting Agency



Dear Landlord,

An Introduction to the Renters' Right Act 2025 – the biggest shake-up of short-term residential lettings in England in a generation.

We are writing to ensure you are fully informed and prepared for the Renters' Rights Act, which will come into force in three main phases, beginning on 1st May 2026. This legislation introduces several significant changes to the residential lettings sector, and it is important that all landlords understand how the new rules may affect their properties, tenancies, and compliance responsibilities.

Although it received Royal Assent on 27 October 2025, none of the substantive provisions of the Renters' Rights Act 2025 are yet in force. The Act sets the framework for the new regime, but significant further regulations are needed for the Act to be fully brought into force.

On 14 November 2025, the government published its implementation roadmap for the Act, setting out the government's proposed timetable for those regulations, together with a raft of guidance, including guidance for landlords and letting agents on renting out property.

The following is a summary of the key changes under the Renters' Right Act 2025 you should be aware of as implementation approaches:



Phase 1

1. Changes to security of tenure

Implementation date: 1st May 2026

The Act abolishes assured shorthold tenancies (ASTs), and 'no-fault' section 21 evictions with them, and, with some notable exceptions, makes all "short term" residential tenancies periodic, with a landlord only able to terminate them by citing a reason from an enhanced menu of grounds under section 8 of the Housing Act 1988.

On the other hand, tenants can walk away for any reason, at any time, on giving the usual notice to quit under a periodic tenancy. This will normally, but not always, be not less than two months' notice to expire at the end of a 'rent period', which is usually a rent payment date.

The approach introduced by the Act is very similar to that adopted in Scotland in 2017 when private residential tenancies (PRTs) were introduced. PRTs are also open-ended leases that can be terminated by the tenant at any time but, in the case of PRTs, on not less than 28 days' notice. As in the new English regime, termination of PRTs by a landlord is only for specified reasons, with the no-fault ground having been removed.

It's reassuring to learn despite initial concern in Scotland amongst the landlord community when these changes were introduced, particularly around the potential impact on void rates, that tenant turnover did not increase materially as a result of the changes.

2. Changes to landlord termination rights

Implementation date: 1st May 2026

Since February 1997, the most commonly used form of short-term residential tenancy in England has been the AST.

The main feature of an AST has been the ability to end the tenancy without giving a reason after the end of the fixed term – typically, a period of between six months and a few years. The landlord could, in theory, terminate the tenancy once the fixed term ended by giving not less than two months' notice under section 21 of the Housing Act 1988 without specifying a reason. This became known as a 'no-fault' eviction. Possession was then mandatory.

This is to be contrasted with an assured tenancy (AT), which could only be terminated by the landlord for one or more of the statutory grounds set out in the Housing Act 1988, sometimes referred to as the section 8 procedure. In view of the greater security which is often said to be afforded to tenants, ATs have been far less common in the private rented sector. That is set to change under the Renters' Rights Act.

The flagship reform under the Act is the abolition of ASTs and, with it, section 21 'no-fault' evictions. As ASTs will no longer exist, tenants will instead have ATs with the greater security that they provide. Significantly, the Act will also abolish fixed term ATs, so tenants will move to a system of 'rolling' or periodic ATs. The Housing Act 1988 will continue to refer to them simply as assured tenancies, but in this guide, we refer to them as assured periodic tenancies (APT) for clarity.



Phase 1

Landlords will only be able to terminate APTs if they can make out one or more of the statutory grounds for termination. In contrast, tenants will be able to terminate APTs at any time by giving, usually, not less than two months' notice expiring at the end of a rent period. There will be no 'guaranteed' minimum fixed term, even if both parties want one. This amendment is of significant concern to landlords as it creates much less certainty around the length of residents' occupation and increases the risk of voids.

Existing ASTs will automatically be converted into APTs when this part of the Act comes into force on 1 May 2026. Landlords will not be able to grant new fixed term ATs (or ASTs) after that date and must not purport to do so.

New tenancies in the PRS created on or after 1 May 2026

Landlords will need to provide certain information about the tenancy to their tenants in writing. This could be through a written tenancy agreement. The detail of what information landlords must provide will be set out in secondary legislation. This will be published in time for landlords to prepare their new tenancy agreement templates ahead of the new changes coming into effect. We expect a draft to be published in January 2026, so landlords can begin preparing.

Rules for tenancies created before 1 May 2026

If an existing tenancy in the PRS already has a written tenancy agreement, then landlords won't need to change it or issue a new one. Instead, landlords with existing tenancies will need to provide tenants with a copy of the government published 'Information Sheet' on or before 31 May 2026. This document will inform tenants about the changes made by the Act. This will be published online in March 2026, before the reforms come into effect on 1 May 2026.

3. Available grounds for recovering possession

Implementation date: 1st May 2026

Given that no-fault (section 21) evictions will no longer be possible, the Act makes changes to the existing section 8 process, seeking to strike a balance between the interests of landlords and tenants. Changes include adjustments to time limits and the introduction of pre-conditions. It may be easier to think of this as a 'new' termination process, especially given that the Act has more than doubled the number of grounds for possession under section 8, and made changes to many more.

These grounds and associated time periods are gateways to taking possession proceedings in court. If a landlord believes a ground can be satisfied, the next step is to start possession proceedings, and this is where particular concern over delay has arisen, given well-publicised court backlogs in 2025. It also remains to be seen how the grounds will work in practice once the legislation is in force.

Grounds for possession will remain either 'mandatory' or 'discretionary'.

Possession can never be guaranteed just because a notice specifying a particular ground has been served. Importantly, however, that is not new, and the position was the same under section 21. Possession has always been, and remains, subject to judicial oversight.



Phase 1

Many grounds are subject to very specific exceptions. It is important to take legal advice in every case. It is also clear that many of these grounds involve an element of judgement relating to the intentions of the landlord and it remains to be seen how robustly or otherwise these will really be challenged by tenants, particularly given the cost of doing so in court.

Given that no-fault evictions will no longer be possible and the likely cost and time associated with section 8 notices, landlords would be well-advised to keep their records regarding tenant compliance and incidents up to date and tenants should be aware that well-advised landlords will be doing so.

The removal of no-fault evictions and the well documented delays arising from the court hearing times is of real concern to landlords. There are a number of instances where landlords have very valid grounds for wanting to obtain possession and do so quickly – for example, if a tenant is being anti-social and this is impacting the safety and wellbeing of other residents. In addition, the cost of pursuing possession through the section 8 notice process is likely to be higher and, inevitably, investors will need to factor this increase into operational costs.

Many Landlords are already benefitting from the peace of mind a comprehensive Rent Protection & Legal Expenses policy can provide. For more information please call us on 01482 645270.

4. Impact on rent reviews

Implementation date: 1st May 2026

Landlords of APTs will only be able to increase the rent by following a revised statutory procedure in section 13 of Housing Act 1988.

Section 13 broadly allows the landlord to increase the rent once a year on two months' notice to begin at the start of a new 'rent period'. Tenants can challenge excessive increases in the First-Tier Tribunal (FTT). The FTT will no longer be able to order a rent higher than the rent proposed in the landlord's notice, even if that is found to be below market rent at the point of the FTT's decision, and the new rent will only take effect after the rent has been determined by the FTT and will no longer be backdated to the date under the landlord's notice.

We advise Landlords make contact with their tenant(s) before issuing them with the formal section 13 notice to reduce the risk of a possible challenge. Landlords will need to follow the revised section 13 procedure and provide the tenant with a notice detailing the proposed rent increase at least two months before it is due to take effect.

If you would like more information on how CJ Property can assist with rent reviews please call us on 01482 645270.



Phase 1

5. Ban on rental bidding and advance rental payments **Implementation date: 1st May 2026**

Landlords and letting agents will not be able to ask for, encourage, or accept an offer that is higher than the advertised rent. Landlords and agents will also not be able to request more than one month's rent in advance.

This will not prevent landlords or agents continuing to accept a refundable holding deposit of up to one week's rent.

For new APTs entered into on or after 1 May 2026, the tenant cannot be required to pay rent before the start of the rent period to which it relates. This does not mean that rent must be payable in arrears, but it does mean that rent cannot be payable more than a month in advance, a month being the maximum rent period allowed. If, once the tenancy is entered into, the tenant chooses to pay more than a month in advance, the landlord can accept the advance rent, but the tenancy agreement cannot require the tenant to pay this way. Any such term will be unenforceable and read as requiring payment later, usually on the first day of each rent period.

The only exception to the rent payable in advance rule is where a tenancy is entered into before the term begins. In that situation, the tenancy agreement can require rent for the first period to be paid after the tenancy is entered into but before the term begins. However, the first rent payment cannot be accepted by the landlord or agent until after the tenancy agreement is entered into because of the prohibition on pre-tenancy payments described above.

Please note the restrictions on rent payable in advance under the tenancy agreement itself will not apply to any existing tenancies, only new APTs granted on or after 1 May 2026. So, an existing AST that provides for rent to be paid quarterly, or even annually, in advance will continue to be enforceable on those terms after this part of the Act comes into force, even though it will be converted into an APT with technically a monthly rent period.

6. Make it illegal to discriminate against renters who have children or receive benefits **Implementation date: 1st May 2026**

Landlords and letting agents will not be able to do anything to make a tenant less likely to rent a property (or prevent them from renting it) because they have children or receive benefits. This includes withholding information about a property (including its availability), stopping someone from viewing it, or refusing to grant a tenancy.



Phase 1

7. Require landlords in the private rented sector (PRS) to consider tenant requests to rent with a pet

Implementation date: 1st May 2026

The tenant's request for consent must be in writing and include a description of the pet. Landlords will have an initial 28 days to consider their tenant's request, and they will have to provide valid reasons if they refuse it.

The government guidance for landlords and letting agents suggests other situations where it might be reasonable for a landlord to refuse consent, for example because of the size of property or the number of existing pets kept by the tenant, but this will depend on individual circumstances and would ultimately be up to the courts or the ombudsman.

Landlords are unable to require a tenant takes out pet damage insurance. The government passed an amendment during the report stage in the House of Lords to remove this provision, stating that the tenancy deposit was sufficient to cover pet damage. In rare cases, landlords may be able to sue the tenant to recover the remaining amount if the deposit doesn't cover them.



Phase 2

8. Regional Rollout of the PRS Database for Landlords Implementation late 2026

The Act provides for the compulsory registration of landlords and properties on a new (PRS) database. This is designed to increase transparency for tenants and help local housing authorities target enforcement action. The new database is part of the second phase of the government's implementation roadmap intended to be launched from late 2026 onwards. The government intends to roll out the database in two stages, first requiring landlords to register on an area-by-area basis and only making public access available after the registration stage is complete.

Regulations are needed to flesh out exactly what information landlords will need to provide, how much registration will cost, and what information will be made available to the public. The implementation roadmap envisages that the information to be provided will, as a minimum, include the landlord's contact details, the type of property and number of bedrooms and whether it is occupied and furnished, gas and electricity safety certificates and energy performance certificates, but this will be subject to parliamentary approval. It is expected that agents will be able to carry out registrations for their landlord clients, but this should be confirmed in the regulations.

Once this part of the Act is in force, a property must not be marketed or offered for rent unless there are "active entries" on the database in respect of both the landlord and the property and any advert must include the allocated unique identifiers for them. Landlords must then maintain active entries on the database throughout the tenancy and will not be able to obtain a possession order – other than on grounds of serious criminal or anti-social behaviour – unless such entries exist.

9. Establish the PRS Landlord Ombudsman Implementation date 2028

The Ombudsman will provide a redress service for (PRS) tenants when things go wrong. It will also support landlords with tools, guidance and training on handling complaints from tenants early. The Ombudsman scheme will be mandatory for PRS landlords. Landlords will be required to fund the service through a fair and proportionate charging model, confirmed closer to launch.

Implementation of the Ombudsman will happen after the introduction of the Database, and they will continue to explore ways to share information between the Database and the Ombudsman to minimise landlord sign-up burden.



Phase 3

10. Awaab's Law and the Decent Homes Standard Implementation date TBC

The Act provides for both Awaab's law and the Decent Homes Standard to apply to private sector tenancies rather than only social housing, but regulations will be needed to implement this in each case. The government's roadmap confirms that both of these will constitute the third, and final, phase of implementation of the Act, with dates to be confirmed.

Awaab's law will require landlords to take action to fix reported health and safety hazards within set limits. It is being introduced in phases in the social sector, and the government previously said it will be consulting on the approach to implementation for the private sector in due course and this is repeated in the implementation roadmap.

Separately, the government has consulted on reforming the Decent Homes Standard ahead of it applying to private as well as social sector tenancies. The government has still to confirm the outcomes from its consultation but proposed that the new standard be enforceable from either 2035 or 2037.

Preparing for the implementation:

The government has set out how they will support the sector to get ready for change.

CJ Property is committed to working with Landlords to ensure they remain compliant and up to date with the regulations.

Further info

For further information about the Act and to learn more about how we can help, please do not hesitate to contact us on **01482 6452470** or email: **info@cjpropertyservices.co.uk**