

Insights

NAVIGATING THE RENTERS' RIGHTS ACT 2025 – KEY CHANGES AND PRACTICAL IMPLICATIONS

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In previous insights we have considered the content of the Bill and the likely impact on the private rented sector (“PRS”). Here we have set out the key questions we are seeing from our clients and more detail on how the Act will be implemented, in phases.

When will the Renters’ Rights Act 2025 be implemented?

The Act will come into force in three phases, the first key date being 1 May 2026. This table sets out more of the detail of the phasing and likely timings.

Phase	Timeline	Key Actions
Pre-Phase (Preparatory)	Oct–Dec 2025	▪ Guidance for landlords and councils published (Nov 2025) ▪ New investigatory powers for councils go live (Dec 2025)
Phase 1: Tenancy Reform	1 May 2026	▪ Abolish section 21 ‘no-fault’ evictions for PRS ▪ Assured shorthold tenancies (“ASTs”) are replaced by assured periodic tenancies ▪ Reform of possession grounds ▪ Limit rent increases to once per year, via statutory notice procedure only (contractual rent reviews abolished) ▪ Ban rental bidding and rent in advance

		▪ Ban discrimination against families and benefit recipients ▪ Allow tenants to request pets ▪ Strengthen enforcement and rent repayment orders
Phase 2: Database & Ombudsman & County Court reform	Late 2026 onwards	▪ Abolish section 21 'no-fault' evictions for social housing (2027) ▪ Launch PRS Database (mandatory landlord registration, property and safety info) with public access to follow ▪ Establish PRS Landlord Ombudsman once Database in place ▪ Ombudsman to go live (12-18 months after Ombudsman scheme administrator selected) providing dispute resolution and landlord guidance. Landlords will fund the scheme and must be members ▪ More resource and capacity for the County Courts together with a digitised 'end-to-end' possession service (fully operational by April 2027)
Phase 3: Standards & Safety	Post-consultation (2035 or 2037)	▪ Introduce Decent Homes Standard for PRS ▪ Extend Awaab's Law to PRS (including enforceable hazard repair timeframes) ▪ Implement Minimum Energy Efficiency Standards (EPC C by 2030)

		▪ Review Housing Health and Safety Rating System
Tribunals	Unknown	▪ Digital system and capacity review, assessment of fees to be introduced ▪ Establish an alternative body or mechanism to the First-tier Tribunal to make initial rent determinations, subject to viability
Other	Unknown/before 2030	Mandatory minimum EPC C (unless a valid exemption in place) by 2030. Awaiting Government's response to the latest consultation on this.

Secondary legislation will set out the detail of the implementation phases – the government has predicted, in its latest [published roadmap](#), at least 12 different sets of regulations will be required, adding to the complex legislative framework the Act already inhabits.

What is the process for termination and possession under the Act?

Tenants can serve a two-month notice from day one, unless a shorter period is agreed. Landlords must use a prescribed form notice (to be published via secondary legislation) and rely on statutory grounds for possession, some mandatory and some discretionary. Evidence is required for possession proceedings, and notice periods vary but are commonly four months. Some grounds, such as Ground 1A for sale, cannot be used in the first 12 months of a tenancy. Possession claims are likely to take longer initially, but the commitment to Court reform and a new fully digitised process within 18 months of Royal Assent, is positive.

What are the implications for existing Assured Shorthold Tenancies (ASTs) – do I need to vary tenancies already in place?

Existing ASTs will automatically convert to the new system on 1 May 2026. Fixed-term ASTs will become periodic tenancies (with rent periods of one month or shorter).

There is no need to amend existing written tenancy agreements, but landlords must provide tenants with a government-produced information leaflet explaining the reforms before 1 June 2026 (awaiting publication). For verbal agreements, landlords must provide a written document covering the required information. New tenancies will require specific information, to be confirmed by secondary legislation.

What is the difference between Purpose-Built Student Accommodation (PBSA) and other student accommodation under the Act?

Code-registered PBSA is generally not caught by the Act, except for a transitional period in the first academic year after implementation. Other types of student accommodation, such as private HMOs and non-HMOs, are caught by the Act. Student accommodation provided by specified educational institutions is not caught by the Act.

What should PBSA operators be focussing on between now and May 2026?

For PBSA providers, it is essential for them, or their managing agents, to be a member of a government-approved code of practice to fall within the PBSA definition.

ASTs already in place for the 2025/26 academic year will become periodic tenancies overnight.

Commercially this means that there is more of a risk that students will attempt to leave early or late, after the next academic year has begun. The transitional provisions in the Act offer protection against the latter – by allowing the use of Ground 4A as a Section 8 possession ground for PBSA during this period. However, in order to take advantage of this, PBSA landlords must serve a written statement on all students **before 1 June 2026**, confirming their intention to recover possession at the appropriate point (i.e. the end of the academic year), the fact that they understand the tenant to be a student, and their intention to let to another student going forward.

Meanwhile, for the 2026/27 academic year PBSA providers are likely to enter into reservation agreements with students but hold off on granting any tenancies until after 1 May 2026 so that they grant common law tenancies for that year and fall outside of the Act.

How does the Act affect affordable/social housing tenants?

The Act applies to tenancies of social housing except for local authority secure tenancies. However, the changes will be introduced in Phases 2 and 3. Note that some of the new possession grounds are aimed specifically at social housing.

What happens to existing rent review clauses in existing ASTs?

Section 6 of the Act states that existing rent review clauses will be ignored and have no effect, including RPI or CPI increases. Instead, rent increases must follow the statutory notice process.

How can tenants challenge rent levels?

Tenants can challenge rent as not being 'market rent' via the First Tier Tribunal within the first six months of a tenancy or following a landlord's Section 13 notice to increase rent (time limited). The Tribunal can confirm or reduce the proposed rent, but cannot increase it. Any rental increase will not take effect until the next payment date after the Tribunal's decision, and the Tribunal can delay the start of the increased rent by two further months in cases of undue hardship. There is

provision for the government to introduce regulations in the future to back date rental uplifts if they feel that this safeguard is being abused by tenants. That power in itself may provide a helpful deterrent to spurious claims.

Tribunal reform is coming, including a new digitised system. A viability assessment will be undertaken to establish an alternative body or mechanism to the First-tier Tribunal to make initial rent determinations.

What are the new rules for advance rent payments?

For new tenancies, there is an absolute prohibition on accepting or inviting rent payments before the tenancy agreement is signed. After signing, landlords can require one month's rent (or 28 days for shorter periods) in advance, even before the tenancy commences. During the tenancy, any provision requiring more than one month's rent in advance is void. Existing tenancies entered into before commencement are not affected by these restrictions.

What should landlords and tenants do next?

Although we now have the final form of the Act and know that it will begin to come into force in May 2026, there is still lots of detail to come. Landlords, in particular, will need to stay updated to ensure that they meet the various deadlines for serving notices, signing up to the various Codes and schemes.

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