

Insights

RENTERS' RIGHTS ACT 2025

ONE MONTH TO GO: ARE YOU READY FOR THE RENTERS' RIGHTS ACT 2025?

Apr 01, 2026

SUMMARY

The Renters' Rights Act 2025 takes effect on 1 May 2026 – and it will bring sweeping changes to the way residential tenancies are created, managed and terminated. From the end of assured shorthold tenancies and "no-fault" evictions to new rent increase rules, almost every aspect of how landlords manage their rented portfolios will transform.

With one month to go, here are the key questions every landlord should be asking before the reforms go live. Consider this your final pre-launch checklist.

1. EXISTING TENANCIES AND ASSET MANAGEMENT

- When will you issue the [Renters' Rights Act Information Sheet 2026](#)? How will you frame that for tenants? The Information Sheet must be given to all assured tenants between 1–31 May 2026.
- What will rent/tenancy periods be across your portfolio? Periods must be monthly (or 28 days). From 1 May 2026, any period that does not comply converts to monthly automatically – this applies to both existing and future assured periodic tenancies (APTs). Where conversion applies, rent is recalculated by statutory formula.
- Will rent levels be maintained? It will be unlawful for landlords to accept or invite bids above the advertised rent. Landlords should review their letting processes now to ensure advertised rents accurately reflect the level they intend to charge, and that agents are briefed on the prohibition.
- Do you have a process for pet requests? Under the Act, tenants have a statutory right to request permission to keep a pet, and landlords cannot unreasonably refuse. Landlord responses must be given within 28 days.

- Are you making use of automated systems to flag key dates and track tenancy details? The Act brings a range of new notice periods, prescribed forms and timing requirements. Investing in automated systems will help landlords stay on top of the new regime.
- How are tenancy documents and prescribed information stored? Being organised is key, especially with the implementation of the Private Rented Sector (PRS) Database expected later in 2026.

2. FUTURE TENANCIES

- Is your new tenancy template ready? APTs must include the statutory Written Statement of Terms. Mandatory provisions cannot be negotiated/amended.
- Have you identified the upfront payments you can still lawfully take? Requiring more than one month's rent in advance is prohibited. You can still request a holding deposit, capped at one week's rent. Existing advance rent arrangements continue to be valid where rent is taken no more than one month ahead, and deposit caps are unchanged (up to five or six weeks' rent depending on annual rent).
- How will you mitigate against reduced upfront security? Without rent in advance as a tool for assessing tenant commitment, landlords should consider tenant guarantees, loss of rent insurance, or explore alternative options. Alternatives must still comply with the Tenant Fees Act 2019 (as amended).

3. USE OF SECTION 21 BEFORE ABOLITION

- Have you or will you serve a section 21 notice before 1 May 2026 to terminate an assured shorthold tenancy (AST)? Valid section 21 notices may be served until 30 April 2026. Notices served before 1 May 2026 remain valid after that date; the tenancy remains an AST until the notice expires or becomes time-barred.
- Are any possession proceedings ongoing or anticipated? Claims relying on a valid section 21 notice must be brought within six months of the notice or by 31 July 2026 – whichever is earlier.

4. RENT INCREASES

- What is your rent review strategy? Contractual rent review clauses for assured tenancies are abolished. All rent increases must follow the statutory section 13 procedure – that means no more fixed uplifts, RPI-linked reviews, or other bespoke mechanisms, even if written into the tenancy agreement. This is a fundamental change that requires a fresh approach to rent review planning.

- When will you serve your first rent increase notice? Increases can only be made once every 12 months, taking effect no earlier than 52 weeks after the tenancy start. Landlords must give tenants at least two months' notice. Serving too early risks falling out of step with the market.
- How will you evidence market rent? If challenged, the First-tier Tribunal determines the rent by reference to the open market rent for the property (which cannot be higher than the rent stated in the notice). Support any proposed increase with robust comparable evidence – such as recent lettings of similar properties in the area – rather than relying solely on index-linked calculations or portfolio-wide percentage uplifts.
- Are rent increases being applied consistently? A consistent, evidence-based approach matters, both for efficiency and to demonstrate reasonable methodology if challenged at the Tribunal.
- What systems will you use to produce notices? Form 4A will be the prescribed notice – available to review in draft (published 20 March 2026). Covering letters are optional but useful as evidence.
- How will you manage tenant challenges and proceedings? The existing rent is frozen at its current level until the Tribunal makes its determination.
- Will you negotiate a reduced rent to avoid a dispute? Where a landlord has served a rent increase notice, the parties may agree a negotiated lower rent, without proceeding to the Tribunal. This can be a practical and cost-effective approach, avoiding the time, expense and uncertainty of a Tribunal determination, including the risk that the Tribunal awards a rent lower than the landlord originally proposed.

5. TENANCY TERMINATION AND POSSESSION

- Have you considered the new expanded statutory grounds for terminating tenancies? Notice periods vary by ground. All grounds are evidence-based; some are mandatory, others discretionary.
- Are you planning to sell in the near future? The possession Ground 1A, which allows landlords to recover possession in order to sell the property, is unavailable during the first 12 months of the tenancy. If possession is obtained on this ground, the landlord is prohibited from re-letting the property on a tenancy of 21 years or less, or from marketing it for re-letting, for a period of 12 months from the earliest date for possession proceedings specified in the notice.
- Do you let to students in HMOs? There is a specific possession ground for student HMOs tied to the academic year. Landlords who let to students should consider from the outset whether their properties qualify, as the ground has specific requirements. Getting this wrong at the

letting stage could mean being unable to recover possession in time for the next academic year.

- Are you monitoring rent arrears closely? Mandatory ground 8 now requires 13 weeks' arrears (weekly/fortnightly tenancies) or three months (monthly tenancies) – up from eight weeks or two months. The higher threshold makes early identification and intervention essential.
- How do you monitor compliance with tenancy terms? Without section 21, breach-based possession relies on discretionary grounds. Courts will consider the seriousness and persistence of the breach, so maintain clear records – warnings issued, communications, and an evidence trail.
- Are you ready to re-let quickly? Tenants can give two months' notice to terminate at any time, necessitating quick turnaround processes for re-letting.

While the reforms present challenges, landlords who prepare well and early will be in the strongest position to adapt. Phase 2 of the reforms (including the introduction of the PRS Database and the Ombudsman scheme) is expected later in 2026, so this is very much the beginning of an ongoing process.

If you would like to discuss how these changes affect your portfolio or need assistance updating your tenancy documentation and processes, please do not hesitate to get in touch with our team. The clock is ticking – and the time to act is now.

RELATED CAPABILITIES

- Real Estate
- Real Estate Disputes
- Commercial Real Estate

MEET THE TEAM



Alexandra Selka

Co-Author, London

alex.selka@bclplaw.com

[+44 \(0\) 20 3400 3100](tel:+442034003100)



Harriet Raff

Co-Author, London

harriet.raff@bclplaw.com

[+44 \(0\) 20 3400 4217](tel:+442034004217)

This material is not comprehensive, is for informational purposes only, and is not legal advice. Your use or receipt of this material does not create an attorney-client relationship between us. If you require legal advice, you should consult an attorney regarding your particular circumstances. The choice of a lawyer is an important decision and should not be based solely upon advertisements. This material may be “Attorney Advertising” under the ethics and professional rules of certain jurisdictions. For advertising purposes, St. Louis, Missouri, is designated BCLP’s principal office and Kathrine Dixon (kathrine.dixon@bclplaw.com) as the responsible attorney.