



# Understanding the Renters' Rights Act: What the New Tenancy Rules Mean for Landlords

## *How the Act affects you*

The new legislation applies to all Assured Shorthold Tenancies (ASTs) — including both new and existing tenancies — but excludes company lets and those with rents exceeding £100,000 per year.

As my client, you can be confident that you're in experienced hands. I'll guide you through what these changes mean in practical terms and how to navigate them with as little disruption as possible.

## *What the Bill Means for You (As It Stands)*

### *1. Fixed Terms Will End*

Under the new rules, tenancies will no longer have a fixed end date — instead, they will roll on from month to month.

During the first 12 months, landlords won't be able to move back in or sell the property, giving tenants a protected 12-month period, provided they adhere to the tenancy terms.

From experience, most tenants stay for around two years, and it's typically tenants who choose to give notice, not landlords. I don't expect this to change significantly — people will still move for the same life reasons as before.

## **Notice Periods**

- Tenants will need to give two months' notice to leave.
- Landlords must now serve notice using a Section 8 notice, referring to one of the appropriate legal Grounds.
- Any previously agreed renewal or break clauses will no longer be valid once the Act is in force.

For existing tenancies, this means that any pre-agreed “option to renew” or “break clause” will no longer apply.

For new tenancies, ASTs will become Assured Periodic Tenancies, rolling monthly – so no renewal or break clauses can be included going forward.

## **Section 21 Notices**

Section 21 notices – the so-called “no-fault” route to regain possession – will be abolished. Instead, landlords will rely on new and updated Section 8 Grounds, including:

- G1 (amended) – landlord or family member wishing to live in the property
- G1A (new) – intention to sell
- G8, 10, 11 – rent arrears
- G12 – other breaches
- G14 – antisocial behaviour

Each of these has a specific notice period, which I'll help you understand based on your individual circumstances.

It's more important than ever to choose tenants carefully, understanding their likely tenancy length and how that aligns with your plans for the property.

## **Selling or Moving Back In**

If you plan to sell or move back in, I'll guide you step-by-step through the process.

- You'll need to serve a Section 8 notice under Ground 1 (you or a family member intend to live there) or Ground 1A (you intend to sell).
- Both require a minimum of four months' notice, and you cannot end the tenancy within the first 12 months.
- You must be able to demonstrate that you did move back in or marketed and sold the property, should this ever be challenged.
- Once a Ground 1 or 1A notice has been served, you cannot re-let the property for 12 months after that notice expires.

For example: if you serve notice to sell on 20 November 2026, it expires 19 March 2027, and you can only re-let from 20 March 2028.

## *2. Rent Increases*

Any pre-agreed future rent increases will no longer be valid. However, landlords can still propose annual increases in line with market levels.

- The increase must reflect current market evidence.
- A Section 13 notice must be served, giving at least two months' notice.
- If the tenant accepts, the new rent applies from the next due date.
- If the tenant disputes the increase, they can appeal to the First-Tier Tribunal – in practice, I'll always try to help both parties reach an amicable agreement before it gets to that stage.

## *3. Advance Payments*

Under the new rules, advance rent payments will no longer be permitted once a new tenancy is signed.

- Existing advance payment arrangements (e.g. quarterly, six-monthly, or annual payments) can continue until that tenancy ends.
- New tenants must pay monthly, but if affordability is an issue, they can provide a private guarantor.
- I am exploring the option of offering an insurance-backed rent guarantor service through a third party for tenants who don't have one.

(Note: the Government is still confirming whether pre-existing advance payment structures will be formally protected, though this is expected to be the case.)

## *4. Tenants and Pets*

Any blanket "no pets" clauses will no longer be enforceable.

You can still market your property as "no pets", but once a tenancy begins, you can only refuse a pet request for specific reasons, such as:

- Restrictions in a head lease
- Documented allergies

I recommend clearly noting any pet restrictions in your property listing from the outset to avoid confusion.

## *Additional Key Changes*

### Stronger Local Council Enforcement

From 27 December 2025, councils will gain new powers to investigate and fine landlords who breach regulations.

### Reducing Discrimination

It will be illegal to refuse tenants simply because they:

- Receive benefits
- Have children (though the property must be suitable for family occupancy)

Any mortgage or head lease clauses restricting these tenants will be void once the Act comes into force.

## *Future Phased Changes*

- Landlord Ombudsman Scheme: All landlords will need to join a redress scheme, whether self-managing or using an agent. This will help resolve disputes fairly and efficiently without court involvement.
- Awaab's Law: New rules will enforce strict timeframes for fixing issues such as damp and mould.
- Decent Homes Standard: Privately rented homes will need to meet clear safety and quality standards.
- Digital PRS Database: All landlords must register themselves and their properties on a new national database. It will provide transparency for tenants and streamline enforcement.
- EPC Rating Changes: The Government intends to raise the required EPC rating from E to C, likely by 2030. Making improvements early will help you stay ahead.

## *Enforcement and Penalties*

The Government plans to increase fines and expand council powers.

- Minor or initial breaches (such as failing to join the database) could result in civil penalties up to £7,000.
- Serious or repeated breaches could result in penalties up to £40,000, and potentially criminal prosecution.

This summary reflects my current understanding of the Act. As further Government guidance is released, I'll continue to provide clear updates and practical advice to help you stay compliant and confident in your property decisions.

Warm regards,

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