

Renters' Rights Bill FAQs



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GENERAL

Is the Renters' Rights Bill actually happening?

Yes, the Renters' Rights Bill is happening and will become effective in 2025. As a result, agents shouldn't take a "wait and see" approach.

Unlike the Renters Reform Bill, which was shelved by the Conservative Government after they called a snap election, the Renters' Rights Bill is a priority for the Labour Government, which has a large majority in the House of Commons. So not only will the Bill pass, it'll also pass with minimal amendments.

When will the Renters' Rights Bill become effective?

The Bill is expected to pass Royal Assent and become law after Easter 2025. The Government has indicated that the Bill's commencement date will be more than two months after this, meaning it will likely become effective between July-October 2025.

The Government sees both the abolition of Section 21 and the end of fixed-term tenancies as non-negotiable. While these reforms will be implemented as a priority, others may be staggered or delayed.

What key dates should landlords and agents be aware of?

Exact timelines and dates aren't set in stone, however, the Bill is progressing quickly through Parliament as one of the Government's main manifesto commitments. The committee stage is the next significant date for the Bill and was supposed to happen around two weeks after the second reading on Feb 4. However, no dates have been set yet.

This stage takes around eight days, where the Lords examine the Bill line by line and consider amendments. The report stage then starts around two weeks after the committee stage and is spread over a few days and is quickly followed by the third reading in the Lords.

The Bill will then be passed back to the House of Commons to consider any proposed amendments. Because of the size of the Government's majority, they're unlikely to consider major amendments to the Bill.

SECTION 21

How will landlords regain possession once Section 21 is abolished?

The Renters' Rights Bill will abolish Section 21. Fixed-term tenancies will also be abolished, and all tenancies will become periodic overnight. In this new landscape, Section 8 will be the only notice landlords and letting agents can serve to evict tenants from a property.

A Section 8 notice allows landlords to end tenancies early when the tenant breaches specific terms of their agreement. Common grounds for this include when tenants are in rent arrears, or are using the property as a base for illegal activity.

Unlike Section 21 no-fault evictions, Section 8 must be based on specific legal grounds - either mandatory or discretionary. Mandatory grounds are firm reasons for eviction, while discretionary grounds require letting agents and landlords to provide justification and proof for eviction.

If properly evidenced, discretionary grounds alone can be used to evict tenants.

Will there be any transition period or a cut-off date for existing Section 21 notices?

The Government is expected to provide a slightly longer transition period than the standard two months after the Renters' Rights Bill reaches Royal Assent and becomes law. However, the commencement date is unlikely to be much longer than three months after Royal Assent.

On the commencement date, all ASTs will automatically convert into assured periodic tenancies, meaning no new Section 21 notices can be served.

How will the removal of Section 21 impact landlords selling properties?

There will be a new ground under Section 8 for landlords who wish to sell their property, but they will need to provide four months' notice and can only serve this notice after a minimum 12-month tenancy period.

SECTION 21

What will happen to existing Section 21 notices that have already been served or are in court?

If a Section 21 notice has been served before the Renters Rights Bill is enacted, landlords will have up to two months after the commencement date to apply to the court, as long as the notice is still within its six-month validity period.

Will new eviction notice periods be extended due to court delays?

Eviction notices will be delayed due to court backlogs.

Baroness Taylor of Stevenage, Parliamentary Under-Secretary (Housing, Communities and Local Government), Labour, insisted in the second reading in the House of Lords that the Government is working closely with the Ministry of Justice to ensure that it's prepared for the Bill's impact.

However, many industry experts still fear that more fundamental court reform is necessary before rolling the Bill out.



SECTION 8

What new grounds will be available under Section 8 for possession?

The Government has provided a range of new and updated mandatory and discretionary eviction grounds for Section 8. These include:

Mandatory

- **Ground 1 (Amended)** - If the landlord or a family member wishes to move into the property; this can only be done after the tenancy has exceeded 12 months
- **Ground 1A (New)** - If the landlord intends to sell the property; this can only be used after the tenancy has exceeded 12 months
- **Ground 2ZA - 2ZD (New)** - If the leasehold has ended and the landlord does not own the freehold
- **Ground 4A (New)** - For student landlords not affiliated with an educational institution who need the property for new student tenants before the academic year starts
- **Ground 6A (New)** - If the landlord needs possession to comply with enforcement action
- **Ground 8 (Amended)** - If the tenant is at least three months in arrears (or 13 weeks if rent is paid weekly or fortnightly)

Discretionary

- **Ground 14A (New)** - Social landlords can evict a domestic violence perpetrator if the victim has fled
- **Ground 14ZA (New)** - If the tenant or adult at the property has been convicted of an indictable offence during a UK riot
- **Ground 18 (New)** - The tenancy is for supported accommodation, and the tenant refuses to engage in support

Will the Section 8 process be streamlined to account for court delays?

Court reforms aren't planned before Section 21 is abolished, a key concern raised by members of both the House of Commons, House of Lords, and a range of industry experts. As a result, legal backlogs are likely to increase significantly.

SECTION 8

What happens if a landlord wishes to repossess a property for an employee or family member?

The new Section 8 grounds include provisions for landlords wanting to move back into their property. This has been expanded to allow not only the landlord but also their children to move in. However, landlords must give tenants four months' notice and can only serve the notice after a minimum 12-month tenancy period.

How will the transition work for Section 8 in ongoing tenancies?

Once we get a commencement date for the Renters' Rights Bill, all ASTs will automatically become periodic overnight. Section 8 will be the only way to evict tenants, meaning landlords must rely on the newly expanded grounds for possession.

If a landlord serves notice to evict a tenant due to selling the property, but the sale falls through, how long must the landlord wait before re-letting the property?

There is a restriction period of 16 months from the service of notice before the property can be re-let.

FIXED-TERM AND PERIODIC TENANCIES

What will tenancy agreements look like under the new framework?

The Government has the power to dictate the format of tenancy agreements and is expected to introduce a new standardised agreement that incorporates elements of the current tenancy agreement and the "How to Rent" guide.

It's unclear whether existing tenancy agreements will need to be redrafted immediately, and there may be a grace period for transitioning to the new format.

FIXED-TERM AND PERIODIC TENANCIES

Will all fixed-term tenancies automatically convert to periodic ones?

As part of the Renters' Rights Bill, all tenancies will become periodic, regardless of whether tenants and landlords prefer longer-term contracts. That means any tenancy you sign now will immediately become a periodic tenancy once this happens, rather than running for the duration agreed in the contract.

Will landlords be allowed to enforce a minimum tenancy period before tenants can serve notice?

No, fixed-term tenancies will be abolished, and all tenancies will become periodic. This means tenants can immediately serve two months' notice when they enter a property, effectively making this the minimum tenancy period.

Do these changes apply to corporate tenancies or company lets?

No, corporate tenancies are not subject to the new rules in the vast majority of cases.

STUDENT RENTALS & INTERNATIONAL TENANTS

Will student landlords be allowed to set fixed end dates?

No. In the second reading of the Bill in the House of Lords on February 4, Baroness Taylor reaffirmed the Government's commitment to abolishing fixed-term tenancies.

The only wiggle room given to student landlords so far is the addition of ground 4A in Section 8, and the fact that private, purpose-built student accommodation (PBSA) won't have to use periodic tenancies.

It's unclear whether landlords providing non-purpose-built accommodation to students will receive similar exemptions at this stage, and it's at the Government's discretion to accept any proposed amendments by the Lords.

STUDENT RENTALS & INTERNATIONAL TENANTS

Will rent in advance still be allowed for students or international tenants?

Landlords will not be allowed to require more than one month's rent in advance. Tenants can voluntarily pay in advance after the tenancy begins, but it cannot be a condition of the tenancy.

This may impact international students who traditionally pay large sums upfront to secure a property, the self-employed, people with poor credit ratings, and those with criminal histories or county court judgements (CCJs).

Rent already paid in advance won't need to be returned as long as it was paid before the law changed.

When can you accept the rent?

When you've executed the agreement. For example, if the tenancy was signed and dated 10 days before a tenant moved in, you could take the first month's rent.

What provisions will be in place for international students without UK-based guarantors?

The Government has dismissed concerns about international students struggling to secure housing, stating that the market will adjust. However, this will likely lead to more landlords refusing to rent to tenants without guarantors.

How can landlords mitigate summer void periods in student properties?

This remains a major concern. Without fixed terms, tenants could leave at any time, making it harder to manage void periods between academic years. The industry has raised concerns, but there are no confirmed exemptions or solutions yet.

RENT INCREASES & SECTION 13 NOTICES

How will the Section 13 rent increase process work?

When the Renters' Rights Bill becomes law, periodic tenancies will replace all fixed-term tenancies. Put simply, this means that landlords will only be able to raise the rent through Section 13 notices and you can only serve them once per year.

Previously, landlords only needed to give one month's notice of a rent increase in a Section 13. Under the new legislation, however, they must provide two months' notice.

Will annual rent increases need to be agreed at the outset?

No, landlords won't be required to set annual rent increases at the outset of a tenancy. Rent increases must follow the Section 13 process, where the landlord gives the tenant notice of the increase, and the tenant has the right to challenge it before a tribunal.

The Government is not imposing fixed rent increase clauses in tenancy agreements as it stands.

You can serve a Section 13 notice up to four months in advance as long as the date the rent increase becomes effective isn't before the tenant has spent 12 months in the tenancy. At a minimum, you must give two months' notice of a rent increase.

Will rent increases be backdated if challenged?

No. This is a key concern raised by members of both the House of Commons, the House of Lords, and industry experts. There are genuine fears that tenants could be incentivised to appeal rent increases without proper safeguards, however these concerns currently remain unaddressed.

How will the affordability of rent be tested for periodic tenancies?

The Government has acknowledged affordability concerns, especially in outer London and the home counties, where rents are still increasing. However, there are no specific new affordability tests for periodic tenancies beyond standard referencing checks.

PETS IN LETS

Can landlords refuse a tenant's request for a pet under the new legislation?

If a property is suitable for housing a pet and the tenant requests permission, a landlord won't have grounds to refuse. If the landlord refuses and the tenant brings the pet in anyway, an attempt to evict them for this reason would likely fail. Tenants can challenge refusals through redress schemes or courts.

What would be a reasonable excuse to not accept pets?

If a landlord or agent has allergies that prevent them from visiting the property, this could potentially be considered a valid reason to refuse pets.

Can landlords reject an offer from a tenant with pets without reason?

A landlord can choose not to proceed with a tenant who has a pet by delaying their decision or accepting another tenant, as long as they are not explicitly discriminating against pet owners.

What happens if there is a head lease clause that prohibits pets?

If a head lease specifically includes a "no pets" clause, this right remains enforceable, meaning a landlord in such a property can refuse pets without violating new pet-friendly provisions. In these cases, landlords can still advertise properties as "no pets allowed" and refuse tenants with pets at the application stage.

What if a tenant has a pet despite a no-pet clause?

If a tenant moves in with a pet despite a valid no-pet clause, the landlord can either take action for a breach of contract or seek resolution through the redress scheme or court.

PETS IN LETS

What happens if a tenant requests a pet after moving in, despite being refused at the start of the tenancy?

If the tenancy was originally an Assured Shorthold Tenancy (AST) and later transitions to the new periodic tenancy under the reform, landlords may be required to reassess the pet request. If the property is deemed suitable for pets, the landlord may not have grounds to refuse.

LEGAL & COMPLIANCE CONSIDERATIONS

Will existing tenancies require new agreements or addendums when the bill becomes law?

It is not yet confirmed whether existing tenancies will require formal amendments. The transition will be automatic, meaning all ASTs will convert into periodic tenancies on the implementation date. The Government may introduce a notification process, but full contract amendments have not been confirmed.

Whatever happens, the Government is keen to avoid a two-tier system where different groups of tenants have different rights packages.

How will agents ensure compliance with the new rules?

Lettings software like Goodlord helps you to automate 38 compliance processes. Training staff and updating fee structures is essential, as renewal fees will no longer be viable.

What happens to deposits and tenancy deposit scheme obligations?

The current tenancy deposit rules remain unchanged under the new system, meaning you can still take them in advance. Deposits must still be protected in approved schemes.

LEGAL & COMPLIANCE CONSIDERATIONS

Will agents need to hand over the keys to tenants, even if they haven't paid their first month's rent?

Yes, agents must hand over keys even if the first month's rent hasn't been paid. The new regulations require tenancy agreements to be signed before collecting rent, giving tenants legal rights to occupy the property regardless of payment.

This means agents must release the keys even if rent hasn't cleared, creating a risk of tenants moving in while in arrears. While this aims to protect tenants from unfair practices, it increases financial risks for landlords and agents if tenants fail to pay on time.

Can an agent delay executing a tenancy agreement until funds are received?

No, under the new rules, funds cannot be required before the agreement is executed.

LANDLORD & AGENT BUSINESS IMPACTS

How will agents continue to charge fees without fixed-term renewals?

You can't charge renewal fees since fixed-term tenancies are being abolished. Instead, you should revise your fee structures and communicate these changes to landlords ahead of time.

What alternative revenue streams will be available for agents post-reform?

Charging for a Section 13 notice is one potential option agents should explore to help replace renewal revenue. Offering a Rent Protection and Legal Protection service can also help to plug the gap.

LANDLORD & AGENT BUSINESS IMPACTS

Will landlords need legal support for every eviction process?

While legal support won't be mandatory, letting agents and landlords should have a thorough understanding of the new Section 8 eviction grounds as they will become the primary tool for regaining possession. If you incorrectly cite eviction grounds, courts will throw out your application, further delaying an already cumbersome process.

How will mediation requirements affect eviction proceedings?

The Government is proposing a redress scheme, but there are concerns that it may not be efficient, as the Housing Ombudsman has a poor track record for handling disputes quickly.

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