

Renters Rights Act

What it means for landlords in Lancaster and Morecambe

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About me

This session is practical and landlord-focused

- Work nationally with Jigsaw supporting councils on the Renters' Rights Act
- Former estate agent
- Buy-to-let landlord
- Work regularly with enforcement teams, letting agents, and landlords

What does this mean for landlords?

- What won't change?
 - You can evict a tenant to live in or sell the property, or for not meeting their contract
- In practice, the act changes three things:
 - Evidence, communication and documentation are more important for you
 - Tenancies become harder to end if poorly set up
 - Compliance will become checked centrally via the PRS Database

What is the Renters Rights Act?

- Major reform of the private rented sector in England
- Applies to all private rented properties
- Introduces new tenant rights and stronger enforcement

What problems is the act trying to fix?

- Use of no-fault eviction as a management tool
- Inconsistent property standards
- Rent increases without justification
- Limited access to redress
- Lack of reliable PRS data

MHCLG information

Use this website for source information

The screenshot shows the GOV.UK website interface. At the top left is the GOV.UK logo. To the right is a 'Menu' dropdown and a search icon. Below the logo is a breadcrumb trail: Home > Housing, local and community > Housing and communities > Rented housing sector > Changes to private renting. The main heading is 'Renting out your property: guidance for landlords and letting agents'. Below this, it states 'From: Ministry of Housing, Communities and Local Government', 'Published 13 November 2025', and 'Updated: 19 December 2025 - See all updates'. There is a search bar with the placeholder text 'Search this manual' and a search icon. At the bottom left, there is a link 'Back to contents'. The page content area is currently empty, showing only the heading 'Renters' Rights Act: an overview for landlords' at the bottom.

<https://www.gov.uk/guidance/renting-out-your-property-guidance-for-landlords-and-letting-agents/renters-rights-act-an-overview-for-landlords>

Email alerts: [gov.uk/rentingischanging](https://www.gov.uk/rentingischanging)

Key dates

The legislation comes online 1st May

S21 - Short term

- 1 January 2026: Section 21 no longer valid for tenancies starting on or after this date
- 30 April 2026: Last day a Section 21 can be served
- End July 2026: Deadline to apply to court for possession for existing S21s

Tenancy contracts & information

- **1 May 2026:**
 - Tenancy reforms go live
 - All ASTs become Assured Tenancies

- **31 May 2026:**

- Need to have provided Information Sheet to tenants

Longer term

- Late 2026 onwards: PRS Database regional rollout
- 2028: PRS Ombudsman
- TBC: Awaab's Law

The End of ASTS

- **Tenancies that started before 1st May 2026** – you won't need to change or re-issue any existing written tenancy agreements. Instead, all you'll need to do is send your tenants a government-produced information sheet before 31st May 2026. We'll publish this information sheet in March 2026.
- **Tenancies that start on or after 1st May 2026** – you'll need to provide your tenants with certain information about the tenancy in writing. You could do this in a tenancy agreement. In January 2026, we'll publish details on what information must be included to give you sufficient time to prepare your tenancy agreement template.

Grounds for possession

Mandatory - possession must be granted

- Sale of property (not within first 12 months of a new tenancy; 4 months' notice)
- Property required for occupation by landlord or close family (not within first 12 months of a new tenancy; 4 months' notice)
- Serious or persistent rent arrears (3 months' rent) - unless
 - they pay what they owe, or owe less than the amounts by the time it goes to court
 - Due to non-receipt of Universal Credit
- Severe ASB or criminal behaviour (ASB - breach an order to prevent ASB)

Grounds for possession

Discretionary - depends on evidence

- Any rent arrears
 - Before they owe you 3 months rent
 - Persistent arrears
- Breach of tenancy
- Deterioration of property/furniture
- ASB
- False statements inducing tenancy

Student landlords

- Student possession ground: 4a - properties rented to students for occupation by new students
 - Let to full time students and is needed for a **new** group of students
- Must be notified at start of tenancy
- If not issued correctly, at start of tenancy, the ground is lost
- Unable to use this ground if the tenancy was agreed more than six months before the tenancy started
- Clear communication, documented

Rent

Increases should be annual, and must be fair

- Only one increase per year
- Must be justified with local comparables
- Tenants can challenge unfair increases

Evidence:

- Market rate
- Reasonableness
- Proper notice

Rental discrimination

Landlords cannot discriminate

You must not

- Refuse tenants on benefit status
- Advertise exclusions
- Apply blanket restrictions
- Prohibit certain people/groups from viewing the property

This is not the same as preserving accommodation for a group - e.g. student accommodation

Rental bidding

Rental bidding is disallowed

- Advertise a rate - don't encourage or accept an offer that is higher
- No longer take large amounts of rent in advance - up to one month is allowable, after you've signed tenancy
- When tenancy has started, rent can only be paid when due (not in advance)

Rental bidding

- Government website on rent in advance:

In the future, your local council will be able to investigate if you or your letting agent are reported for asking for rent in advance before the tenancy agreement has been signed.

You or your letting agent could still be reported if the tenant:

- Did not agree to pay rent in advance despite you asking, inviting or encouraging them to do so
- Offered to pay rent in advance which you then accepted
- Has already moved

<https://www.gov.uk/guidance/renting-out-your-property-guidance-for-landlords-and-letting-agents/rent-payments-and-deposits>

Pets

Tenants can request a pet, landlord can't refuse without good reason.

- Respond in writing
- Can keep money from the deposit to cover repair from the pet

What is reasonable/unreasonable:

Reasonable

- Property unsuitable (size, location, access)
- Consideration of others (allergies, safety)
- Building or insurance restrictions
- Health and safety risks

Unreasonable

- Blanket refusal
- No written justification
- Preference not risk
- Had issues in the past

PRS Database

Mandatory, annual renewal, houses compliance records

- Mandatory landlord and property registration
- Annual fee & renewal
- Landlords upload property and compliance data
- Letting agents may have limited permissions (TBC what these are - uploading documents?)
- Information viewable by councils, tenants and government
- Notices and offences linked to your record
- Missing or incorrect data increases enforcement risk

PRS Database

Landlords will need to provide this information when they register

- Landlord
 - Name, address, DOB, email, contact number, Agreement to privacy notice
- Property information
 - Address, building type, ownership details, payment, licensing type and number, letting agent information, associated party information
- Rental information
 - Occupancy status, no. of households and no. of people, Gas, EIC/EICR, EPC, rent information

PRS Database

Different groups will see different cuts of the information

- Councils will identify non compliance through it
- Tenants will check standards and history
- Government will use it to better understand the PRS

Dispute resolution

Disputes will have a few channels to resolve

Clear communication, documented, transparent and fair.

- LA
- Ombudsman - 2028 onwards - landlords expected to join (no detail currently available)
- Court is last resort
- Early engagement and written records protect you and your asset

Penalties

Civil Penalty Notices - financial penalties of up to £7k and up to £40k

Civil Penalty Notices (CPNs)

These are financial penalties issued by the council without going to court.

Typical penalty levels

- Up to £7,000 for lower level breaches
- Up to £40,000 for serious or repeat breaches

Examples of when a CPN *may* be issued

- Failure to register on the PRS database
- Providing false or misleading information
- Failure to issue the government Information Sheet within one month
- Ignoring formal compliance notices
- Breaching rental discrimination rules
- Failure to respond properly to a pet request

Penalties

Rent Repayment Orders - will be strengthened under the RRA

An RRO allows the tenant or the council to reclaim rent already paid. An RRO can require repayment of up to 12 months' rent.

Examples of when an RRO may be sought

- Letting an unregistered property
- Serious breaches of licensing or registration requirements
- Repeated failure to comply with enforcement notices
- Serious harassment or unlawful eviction

What you need to do now

Tenancies

- Prepare to issue the government Information Sheet by 31 May 2026 (available from March and issuable from March)

Student landlords

- Add prior notice grounds to all new student tenancies

Possession grounds

- Understand mandatory and discretionary grounds

Rent management

- Gather local comparables for rent increases
- Review your advertising practices

Compliance

- Gather safety certificates and records
- Prepare for PRS database registration

FAQ - 1

“How long does a landlord/family member have to occupy the property for before it can be re-let?”

The property cannot be re-let for a year after using the grounds, regardless of whether someone has moved in and back out.

“When a tenant doesn’t vacate, when does the 12-months non-marketing start from?”

The restricted period runs for 12 months from the eviction date specified in the notice. You also cannot market during the notice period itself.

FAQ - 2

“If I need to sell, how does the new sale ground actually work?”

The sale ground is mandatory, but intent must be genuine and evidenced. Expect the courts to test this. You should be able to show marketing plans, instructions to agents, and a realistic timeline.

“If my letting agent handles everything, am I still responsible?”

The system now treats the landlord as the accountable entity. You can outsource tasks but not risk. Your name sits on the PRS database and on enforcement notices. Oversight is now part of asset management.

FAQ - 3

“What happens if a tenant just stops engaging?”

The RRA pushes disputes earlier into structured resolution. If the tenant disengages, your documentation and attempts to resolve are your protection.

“What happens if I make a genuine mistake?”

The highest penalties are aimed at persistent or deliberate non-compliance, not landlords who respond and put things right. Early engagement, transparency, and correcting issues quickly matter.