22nd October 2025

Landlords under fire: Surviving the Renters’ Rights Act

Our experts joining us today:

Christian Balshen,
Rightmove's Director of Agency Partnerships

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Founder of Landlord Action

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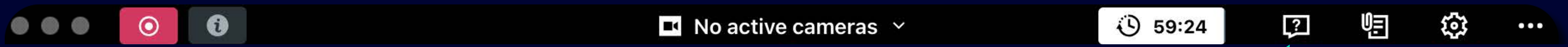
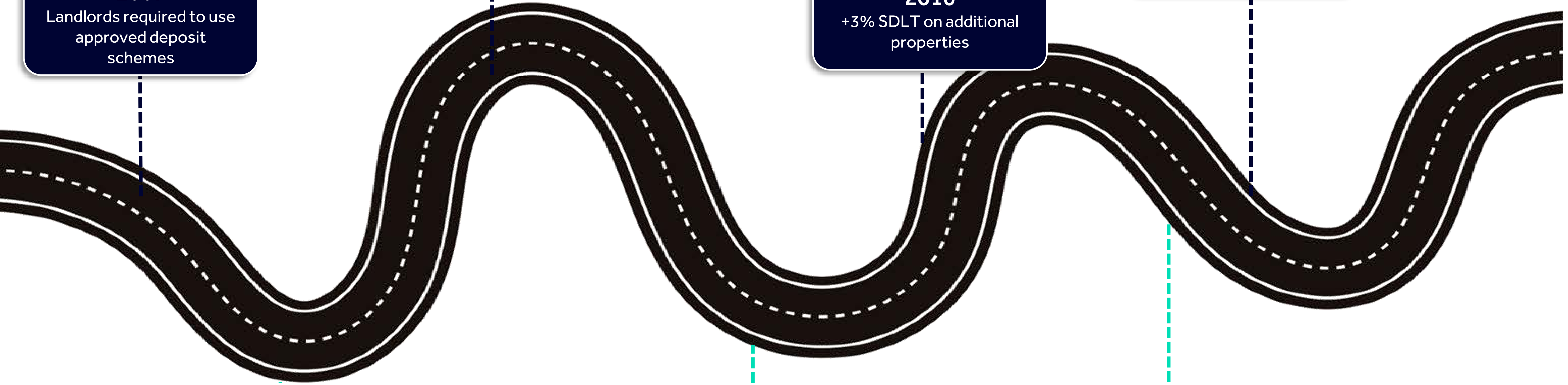
We’re keen to hear your questions and thoughts…



Submit your questions or comments here

Feeling under fire? Maybe

But landlords are no strangers to change...



2007
Landlords required to use approved deposit schemes

2008
EPC's became mandatory for rental properties

2012
Introduction of civil penalties

2015
New rules on Section 21 notices, prescribed information

2016
+3% SDLT on additional properties

2020
Compulsory EICR checks every 5 years

2020
Tax paid in full on income after interest

What is the Renters’ Right Act?

Legislative reform for the Private Rented Sector in England. Designed to improve security for tenants while maintaining fairness and clarity for landlords.

The legislation will become law imminently

- (Sep 24) The government introduces the Renters' Rights Bill to parliament

- (Jul 25) Amendments debated and passed by the House of Lords

- (Sep 25) "Ping Pong" stage began. The Commons considered the Lord's amends and rejected nearly all non-government amendments

- (Today) The House of Lords approved all the Commons' amends

- (Expected Oct 25) Once the King provides "Royal Assent" the Act will become law with commencement orders issued

Most remembered element is how/when landlords can ask tenants to leave

77%

able to successfully identify at least 1 of the proposed changes

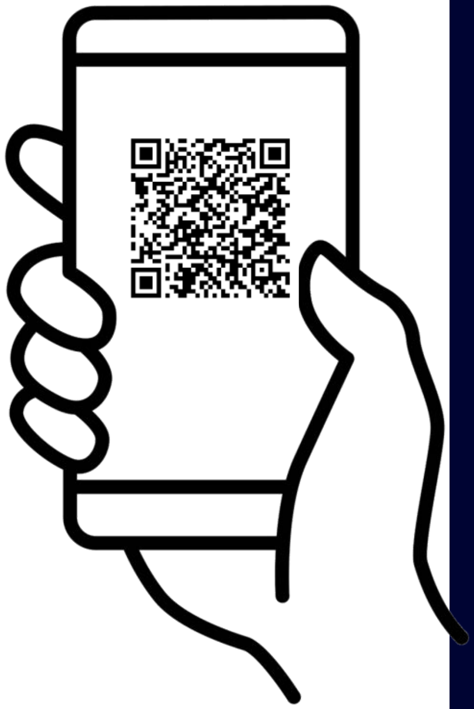
1 in 2

aware changes will make it easier to rent with pets

* Based on Rightmove Living Room research conducted in August 2025, with 286 UK renters

Sign up for the Rightmove Rental Trends Tracker

Scan the QR code to receive the tracker by email each quarter:



- Regional rent price information
- Towns with the best property yields
- Tenant demand trends

Today's session breaks the legislation down into three sections

Money

Marketing

Repossession

Which of the following will be impacted by the Act?

Purpose built student accommodation

Non-residential lets

Short term holiday lets

Lodger agreements

Wales/Scotland

Social housing providers

The Act is focussed on the Private Rental Sector

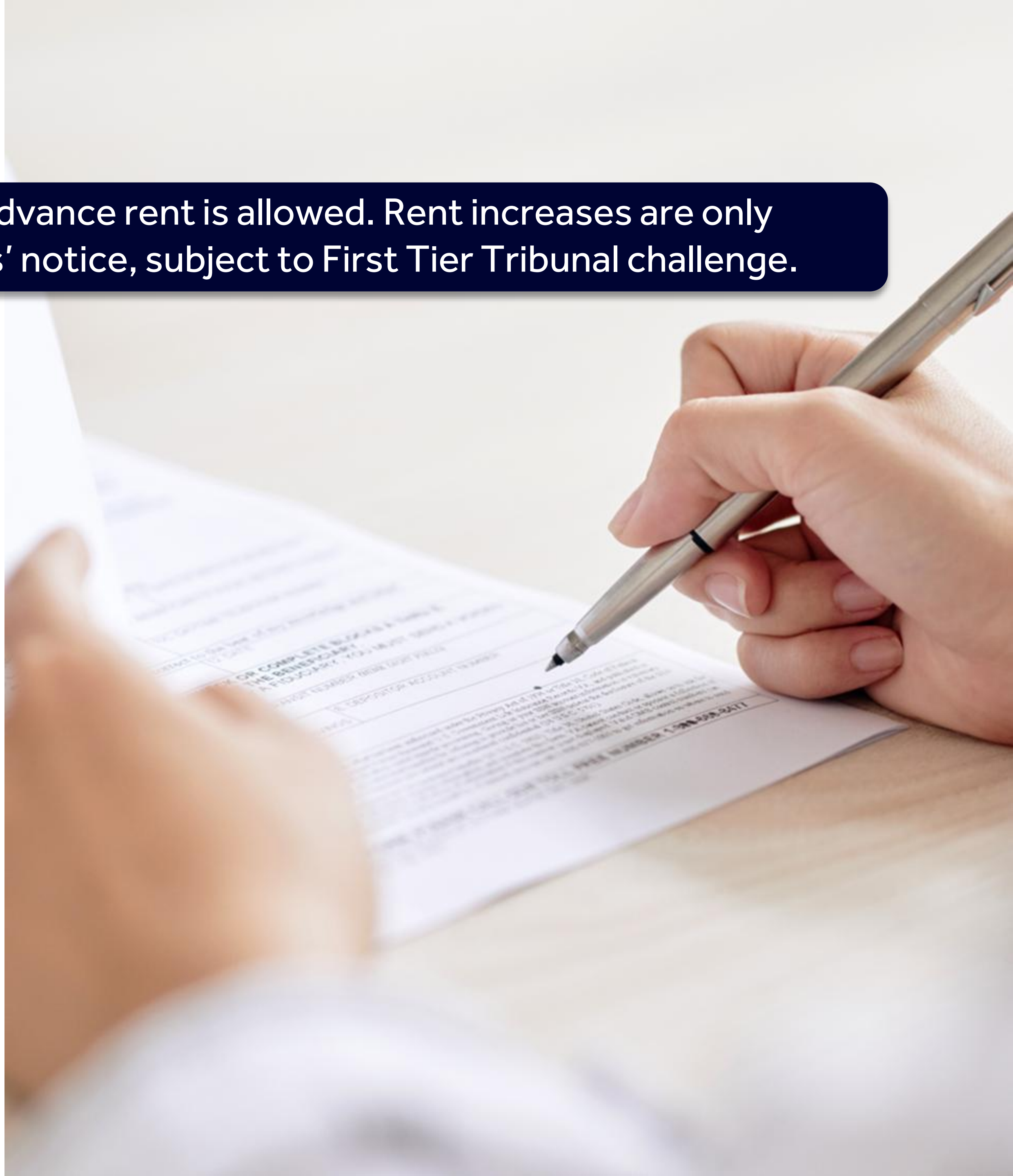
Minimal impact from the reforms:

Money: Tenancy terms

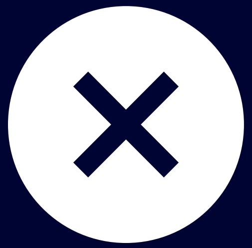
Rent periods must be monthly or less; only one month's advance rent is allowed. Rent increases are only allowed once a year by serving a Section 13 with 2 months' notice, subject to First Tier Tribunal challenge.

All tenancies are indefinite periodic; fixed terms, break clauses, and notices to quit are banned.

- Landlords must give government-specified terms; existing tenants must get a notice within 1 month of RRB but current agreements will remain.
- Before proposing a rent increase via a section 13 notice you will want to have good market comparables to support your numbers.



If Rent in Advance has been paid before the implementation of the RRB, will it need to be repaid?

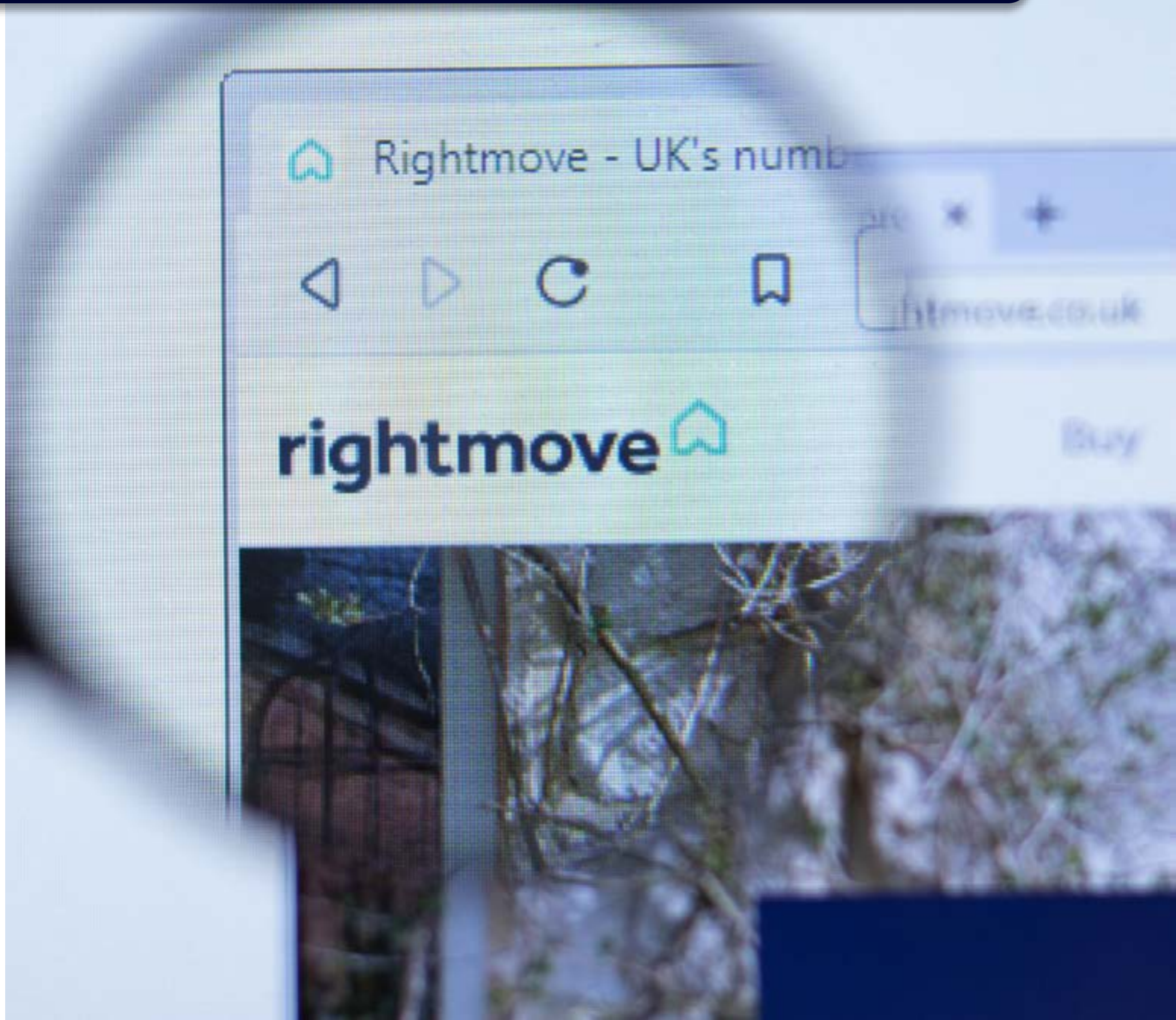


Marketing: Rent

Adverts or written offers must state the rent. Tenants may bid up to, but not above, the advertised rent. Be cautious with high bids as tenants can request a rent reduction within 6 months if rent is above market rate.

You must think carefully about how you price

- All adverts *(or offers if there is no advert)* must contain a written rental figure. This is the absolute maximum of rent chargeable.
- Bidding can be encouraged up to this maximum figure. But not above.
- There is still uncertainty as to what happens if an advert is withdrawn and then re-listed at a higher price.



Marketing: Pets

Ads may say “no pets,” but service animals must be allowed (due to the Equality Act). Pets requested after a tenancy has begun must be answered within 28 days and cannot be unreasonably refused.

It will be harder for landlords to refuse a pet

- You are still allowed to advertise a property as “no pets” and refuse to accept tenants with pets.
- However, once tenants are in the property they can ask for permission to keep a pet, and this cannot be unreasonably refused.
- You will need to prove there are reasonable grounds to refuse.

Marketing: Discrimination

Landlords cannot refuse tenants with children or benefits, except if an old insurance policy forbids it, to avoid overcrowding, or if income is insufficient. Other insurance, mortgage, or lease bans are invalid.

Discrimination law is getting stricter

- Discrimination law already applies to property rental decisions, but additional categories have been added.
- Refusing tenants because they have children or are on state benefits is unlawful.
- However, there may be lawful grounds for refusal, e.g. having children in the property would lead to overcrowding.

Marketing: Decent Homes Standard

The Decent Homes Standard is joining HHSRS meaning local councils can fine for serious failings. Awaab's Law will be added to private rentals- landlords must promptly fix hazards like damp or face tenant compensation.

This will come into force after the Renters' Rights Act as the DHS needs further consultation

- It is expected to be implemented in phases over time.
- HHSRS inspections will likely become more contested as immediate fines will be possible.
- Landlords must join the PRS Database and Redress Scheme before advertising, and adverts must show both landlord and property identification numbers.

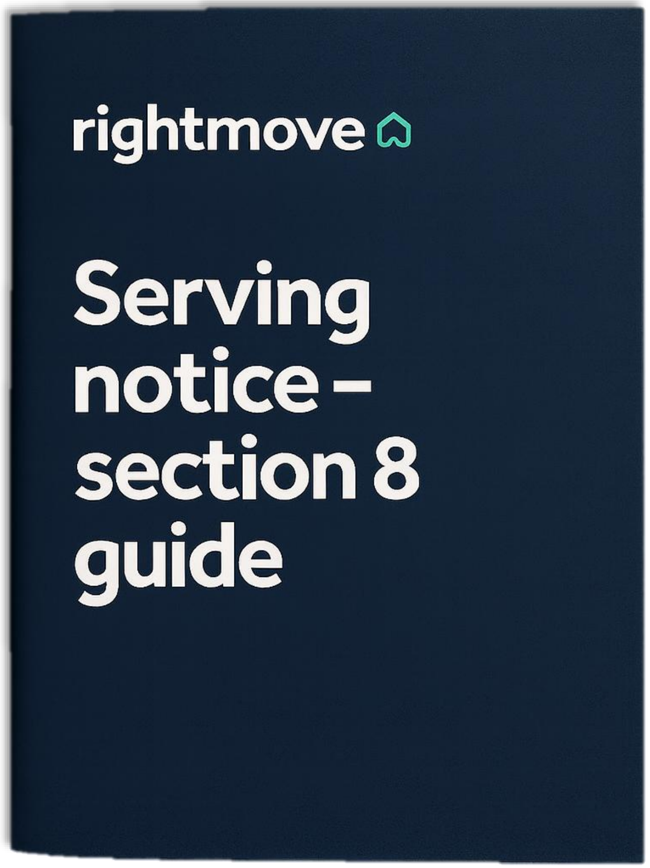
Ending a periodic tenancy

No fault evictions will be banned

Tenants: 2 months' notice (ending on rent day); one joint tenant's notice ends tenancy for all.
Landlords: only via Section 8 on valid grounds with set notice periods—defective notices are an offence.

Currently use: Section 21 or 8	In future: only Section 8
• Mandatory ground • No-fault • Accelerated possession • No claim for rent arrears • Not as easy as people think • Why would you serve a Section 21 in the first place?	• Breach of contract • 8 mandatory, 9 discretionary grounds • Must be a hearing before a judge (five minutes) • 95% of S8 notices are due to the rent arrears • Not automatically CCJ

A guide outlining the repossession grounds, with their corresponding notice periods will be emailed to you after the webinar



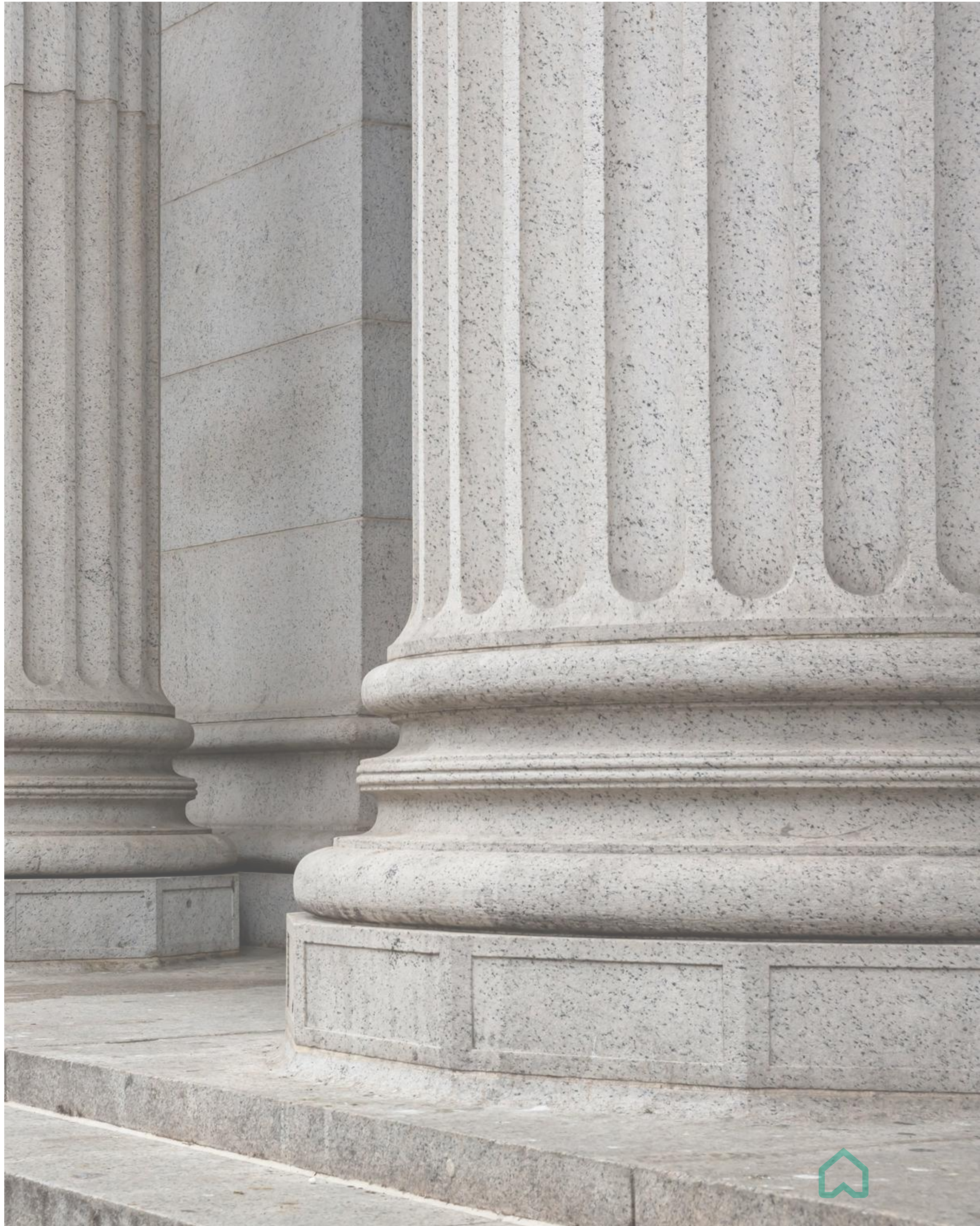
Examples of grounds for Section 8 notices

Ground	Description	Notice	Comments	Detail
1	Landlord, spouse or civil partner, children, siblings, grandparents, grandchildren wish to occupy	4 months	You cannot market or re-let the property starting from when the notice is served, and continuing until 12 months after the notice expires — a total of 16 months	Companies or trusts cannot use
4	Property previously let to students	2 weeks	Let on PBSA exemption in the last 12 months	
4A	Property let to students	4 months	The property must be fully occupied by full-time students. Possession is only needed between 1 June and 30 September, and the tenancy agreement must be signed no more than six months before the students move in	Notice must be given to tenant before tenancy commences
8	Severe rent arrears	4 weeks	Three months arrears	Unpaid UC cannot be counted against arrears
11	Persistent late payment of rent	4 weeks	Eviction may be sought on the basis of a history of late payments, regardless of whether rent is currently in arrears	
14	Nuisance or ASB or interference with management	No notice		
15	Deterioration of furniture due to the tenant	2 weeks	N/A	

*Mandatory Grounds: 1 – 8, Discretionary Grounds: 9 – 18, Grounds marked with asterisk * are for use by social landlords only*

Court delays average 28 weeks from claim to repossession

- Buy-to-let mortgage arrears are increasing
- 2024 – 31,000 section 21 claims
- 2024 – 29,000 section 8 claims - highest ever
- At present there's only 200 Bailiffs in England and Wales
- 15 month wait in some cases for an eviction date (e.g. is Clerkenwell County Court)



Source: UK Government, Mortgage and landlord possession statistics: April to June 2025

Will Section 21 notices which have already been served be valid once the Bill receives Royal Assent?

No- they'll become invalid

Yes- if served within 4 weeks

Yes- if served within 12 weeks

Enforcement powers are rising

We expect to see an increase in no win, no fee cases

- Civil Penalty Notices (CPNs) are a method for local authorities to fund enforcement work
- Renters' Rights has a new "Duty to enforce landlord legislation", through either prosecution or Civil Penalty Notices
- Fines will range from £7k for first time offences - £40k for repeats
- You will be able to appeal via a First Tier Tribunal (with further appeal possible to the Upper Tribunal if desired)
- Rent repayment orders- will allow a tenant to claim back rent payments if a landlord has not met their obligations
- Tenants can submit a claim up to 2 years after the tenancy ends
- Repayment orders would apply to both the landlord and managing agent as well as against directors of limited companies

* Source: Rightmove lettings in focus report, 2025

If a landlord fails to meet their obligations, how far back can a tenant claim rent through a Rent Repayment Order?

6 months

1 year

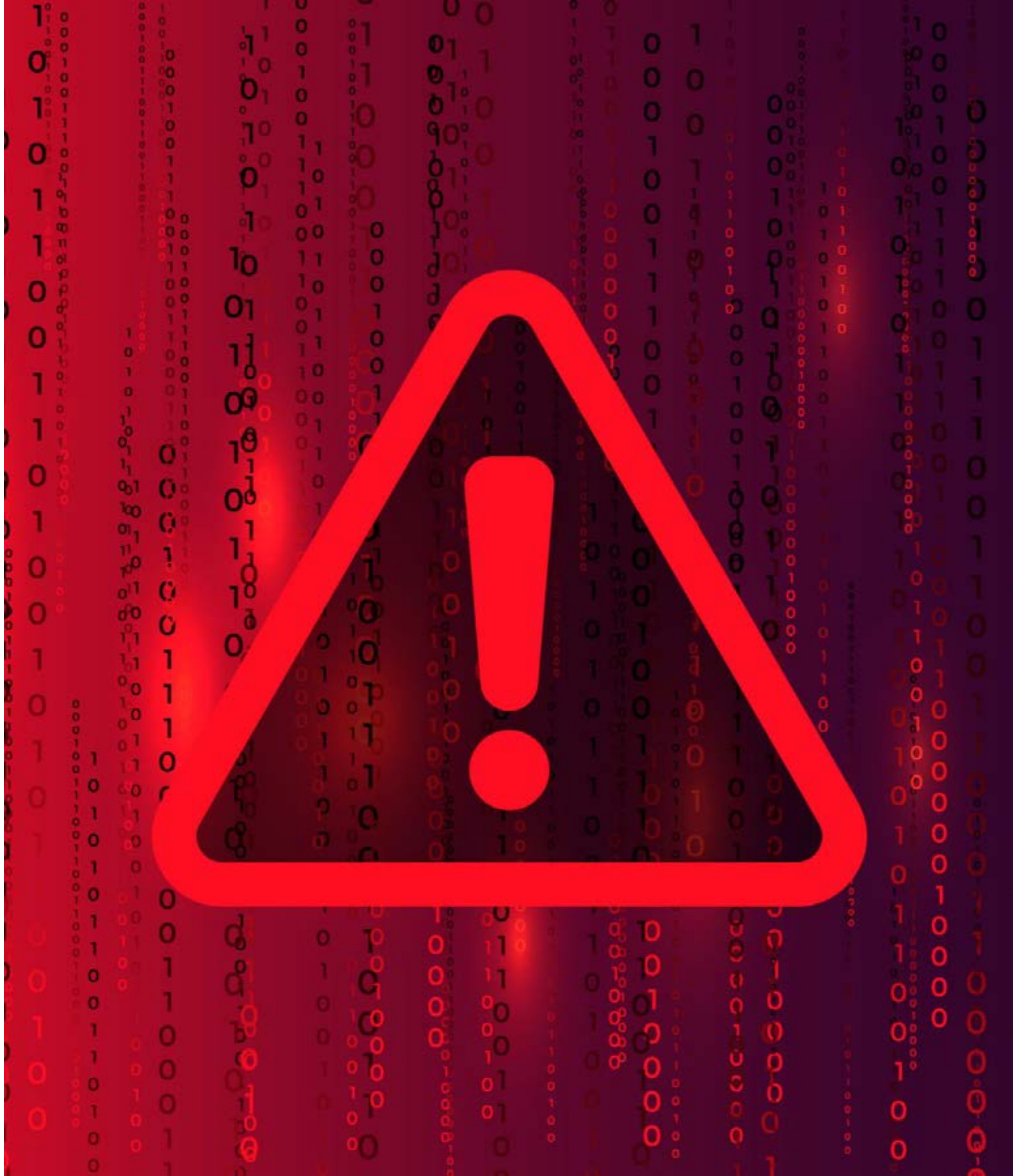
2 years

5 years

What is considered a breach?

- Creating fixed-term tenancies
- Failing to provide a written statement of tenancy terms
- Ignoring rental bidding bans, or advertising a property without an advertised rent
- Rental discrimination
- Ombudsman, landlord database & Decent Homes Standard breaches (inc. Awaab's Law)
- Serving invalid possession notices / citing invalid grounds
- Marketing or letting (incl. Airbnb) during restricted periods

Only 43% of landlord's feel prepared for the Renters' Right Act*, if you're one of them you should seriously consider using a letting agent



* Source: Rightmove Lettings in Focus report, 2025

Selecting the right letting agent is crucial

- Are they a member of a Redress scheme?
- Do they have Client Money Protection?
- Do they have professional indemnity insurance?
- What do their Terms of Business look like?
- Have they partnered with professional guarantors they can recommend to tenants who fail referencing?
- Do they offer rent guarantee insurance as part of their full management package? *(45% of landlords have experienced rent arrears)**
- Do they provide free legal protection for First Tier Tribunal cases?
- **Remember - Cheap is always expensive!**

* Source: Rightmove Lettings in Focus report, 2025

It's not all negative...

Tenant competition remains high

- On average there are 11 applicants competing per rental property
- Demand still outstrips supply meaning landlords will continue to have a choice of tenants
- Average annual rental yield is 6.3% in Q2 of 2025, with the North East achieving 8.1%.
- Annual change in rental yields are up year-on-year in all UK regions
- Opportunities for landlords to add to their portfolio from other landlords selling

1 in 3

Landlords are planning to exit the market

£400

Average monthly rent for a new tenant has risen £400 since 2020

44%

believe there are more applicants per property than the last time they were in the market

* Source: Rightmove lettings in focus report, 2025

Q&A