

Renters' Rights: Live Government Q&A

Questions and answers summarised



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Which tenancies are impacted by the Act?

- The Act will apply to assured shorthold tenancies (ASTs) and assured tenancies, including exclusive occupation and Houses of Multiple Occupation. Excluded tenancies are those regulated under the 1977 Rent Act, license arrangements and purpose-built student accommodation (PBSA).

Does the Act apply to live-in lodgers?

- No. Lodgers who live with their landlords are licensees, governed by a different legal framework.

How can landlords check if a tenancy is in scope?

- Check the guidance on [gov.uk](https://www.gov.uk). If uncertain, seek advice from a letting agent or legal professional.

Do existing tenancies convert to periodic on 1 May 2026?

Yes, most fixed-term and existing periodic tenancies automatically convert to the new periodic regime. There is no need to sign a new contract for existing written tenancies.

Do landlords need to inform tenants that their tenancy is converting to a periodic?

Yes. Landlords/agents must provide the government information sheet (which is planned to be released by the government in March 2026). Only verbally agreed tenancies must be replaced with a new full written contract.

How will changes be communicated to landlords and tenants?

The government is running a multi-channel campaign with radio adverts, partners and stakeholder toolkits. These will initially be landlord-focused whilst tenant messaging ramps up shortly before 1 May 2026. They are also coordinating with Shelter/Citizens Advice to provide guidance.

Will there be a tenant register?

- No there is no plan for a tenant register. The Private Rented Sector (PRS) database will register landlords only. Landlords/agents should continue referencing and completing credit checks on tenants.

Who will run the Landlord Ombudsman and how will compliance be enforced?

- Details are still to be confirmed via secondary legislation. The administrator will be appointed by Government closer to launch (aim: 2028). Non-compliance could lead to expulsion from the scheme, but the process will be easy to sign-up to with guidance available.

Is the tribunal prepared to process the potential increases in rent disputes?

- Work is underway to ensure there is capacity in the tribunal system, including a new digital system to streamline cases. In the longer-term the government is exploring appointing a non-judicial rent determination as an alternative in disputes (who would externally decide on a rental figure if rent was challenged by the tenant).

Are measures in place to reduce bailiff delays?

- The Ministry of Housing, Communities and Local Government is implementing process tweaks (e.g., automated debtor payments), and working on recruitment/retention to reduce waiting times.

Will the government provide a new periodic tenancy template?

- Not a template, but in January 2026 a required information list for written agreements/terms will be published. There will be an information sheet for existing tenancies in March 2026.

Do landlords using agents still need to register on the PRS database?

- Yes. All landlords must register and approve their information, even if agents help prepare submissions.

Will a new “How to Rent” guide be issued?

- No new guide is planned; communication will shift to clearer gov.uk guidance for landlords and tenants. The current “How to Rent” guide won’t apply to the new system.

When must the information sheet be issued to tenants?

- On or before 31 May 2026 (changes start 1 May).

What safeguards exist when tenants stop paying rent (with Section 21 removed)?

- In this case you would use the strengthened Section 8 grounds:
- Mandatory possession (8) where 3 months’ rent is owed.
- Discretionary grounds (10 or 11) for any arrears/persistent arrears. Courts and processes are being improved to enable swift action where necessary.
- You can apply for possession under both mandatory and discretionary grounds at the same time, meaning your request would still be valid even if the tenant pays the rent owed before the court date.
- You can access a free download outlining all the grounds for repossession using Section 8 [here](#).

Landlords feel the Act favours tenants. What benefits exist for landlords/agents?

- The government does support conscientious landlords. While Section 21 ends, a full suite of grounds remain in Section 8. Benefits include better communication via the PRS database and stronger local authority enforcement against non-compliant landlords which will level the playing field for responsible landlords.

How do periodic tenancies affect guarantors?

- Guarantor agreements are private contracts, so the impacts depend on the tenancy agreement wording. In general the Act does not restrict guarantor use. However, there is a limited protection clause in the Act which states a guarantor cannot be liable for the rent if the tenant has died.

Can landlords still require guarantors under the new Act?

- Yes. There are no limitations to using guarantors under the new Act.

How does the Act impact rent guarantee insurance/products?

- These remain available subject to providers’ commercial decisions. Landlords/agents should ensure eligibility conditions (e.g., tenant income) don’t void coverage.

Refusing pets: What is considered “reasonable”?

- If the property is subject to leaseholder terms, and the superior lease forbids pets, then it is reasonable to refuse.
- Allergy in shared settings (HMO).
- Property too small for proposed pets/number.
- Illegal/exotic pets.

Not reasonable: landlords dislikes pets, they have prior bad experiences with pets or speculative future letting concerns. Decisions must be made on a case-by-case basis using common-sense.

Can landlords charge extra rent for pets (e.g., +£50/month)?

This is complex. Rent in advance and bidding rules plus Section 13 (annual limit on increases) make this sensitive. Tribunals set market rent and are unlikely to value a tenancy higher purely due to pets.

Seek legal advice before acting.

What are the most common notices/grounds expected under the new regime?

- Data shows the grounds which are most likely to be used are: the landlord wishes to sell or move-in (Ground 1) or rent arrears (Ground 8).
- Other key grounds to note are: Ground 14 for antisocial behaviour, and Ground 4A for students (end of academic year in eligible cases).

What is the notice period to evict for major works/redevelopment?

- 4 months if the landlord wishes to end the tenancy for redevelopment (Ground 6). As it stands, the landlord is not liable to provide alternative accommodation for the tenant while this work is carried out. This is subject to tenancy terms and may change in the future after further consultation on Awaab's Law.

Can the 4-month redevelopment notice be served at month 8 (to expire by month 12)?

- Yes, serving at month 8 is permitted.

When is the “3 months’ of rent arrears” threshold reached for mandatory possession (Ground 8)?

- When three rent due dates have passed with payment outstanding (not after three full calendar months).

What if arrears drop below 3 months after serving notice?

- The mandatory ground fails if, by the court date, arrears are below 3 months. To mitigate this you can serve discretionary grounds (10 & 11) in parallel (any/persistent arrears) so the court can consider the case in the round.

How many late payments trigger Ground 11 (persistent arrears)?

- There is no fixed threshold. It's by court discretion based on pattern/severity. Therefore you should document issues thoroughly, so you can evidence any patterns.

Can Section 21 cases continue after 1 May if the notice was served before?

- Yes, provided the notice was lawful. You must file the claim with the court by 31 July if you wish to rely on Section 21. All current rules for Section 21 still apply to those legacy cases.

Eviction for sale: What if the sale falls through?

- If evicted on sale/move-in grounds, you cannot re-let or market the property for 12 months. Misuse of Ground 1 carries strong penalties (fines up to £40,000, potential rent repayment orders).
- Marketing to re-let within 12 months is an offence; local authorities and tenants can act if you do re-list for rent within 12 months due to a sale falling through.

Rent in advance: Can you take the first month's rent before handing the new tenant the keys?

- You cannot accept any rent before the tenancy is entered into, meaning the agreement should be signed by both parties before you take the first month's rent.
- After signing (but before handing over keys) you can take one month's rent up front. If payment is withheld post-signature, seek legal advice. You may be able to withhold the keys due to breach of tenancy grounds.

How to accommodate overseas students or asset-rich retirees if large upfront payments are banned?

- Use referencing as normal. Professional guarantor services remain lawful and may be a good option here.
- Although you'll have to agree who will pay the cost of the professional guarantor: is it landlord or tenant?

Student tenancies & Ground 4A (end of academic year): Can we sign tenancies now for summer 2026 and use 4A in 2027?

- Transitional rule: the 6-month advance-signing limit for Ground 4A doesn't apply to tenancies signed before 1 May, so yes for that first cycle.
- From next year onward, to use Ground 4A, the tenancy cannot be entered into more than 6 months in advance (to avoid early pressure on students).

Can Ground 4A be used in mixed-occupancy HMOs? I.e. if the property houses 3 full-time students and 2 full-time employed workers.

- Ground 4A applies only where the individual tenant is a full-time student on an individual contract. For a joint tenancy with mixed occupants, 4A can't be used.

What is your response to landlords and agents who feel the Act has created a two-tier market favouring purpose-built student accommodation (PBSA) over private landlords?

- PBSA is distinct with its own set of regulations (planning conditions, student-specific facilities, code compliance).
- PBSA exemption hinges on adherence to these separate government codes.
- Street housing is general accommodation, so different rules are necessary to avoid licensing normal housing out of key protections.

Is there a ground for landlords who want to let only six months each year?

- No. Tenancies should be treated as long-term homes; the Act provides no mechanism to enforce seasonal letting preferences in the PRS.

What are the key benefits for landlords and agents of the Act coming into force? Do you have any key takeaways?

- **PRS database:** will improve the government's ability for direct communication with landlords ensuring better compliance support and clarity for those in the industry.
- **Enforcement uplift:** the stronger local authority powers to tackle poor practice will promote fairer competition for responsible landlords.

Practical next steps (for landlords & agents):

- Update tenancy templates in line with the January required-information list and prepare to issue the March information sheet.
- Plan rent increase processes around Section 13 (once per 52 weeks) and build in early tenant dialogue to reduce disputes.
- Review guarantor agreements (wording & duration) and rent guarantee insurance conditions.
- Document arrears thoroughly; when issuing notices, combine grounds (mandatory + discretionary) to mitigate tactical arrears payments.
- Student lets: align with Ground 4A rules—avoid signing more than 6 months in advance for future cycles.
- Sales/move-in grounds: ensure genuine intent, and plan for the 12-month no re-let restriction; avoid any marketing that breaches the rule.