northwood

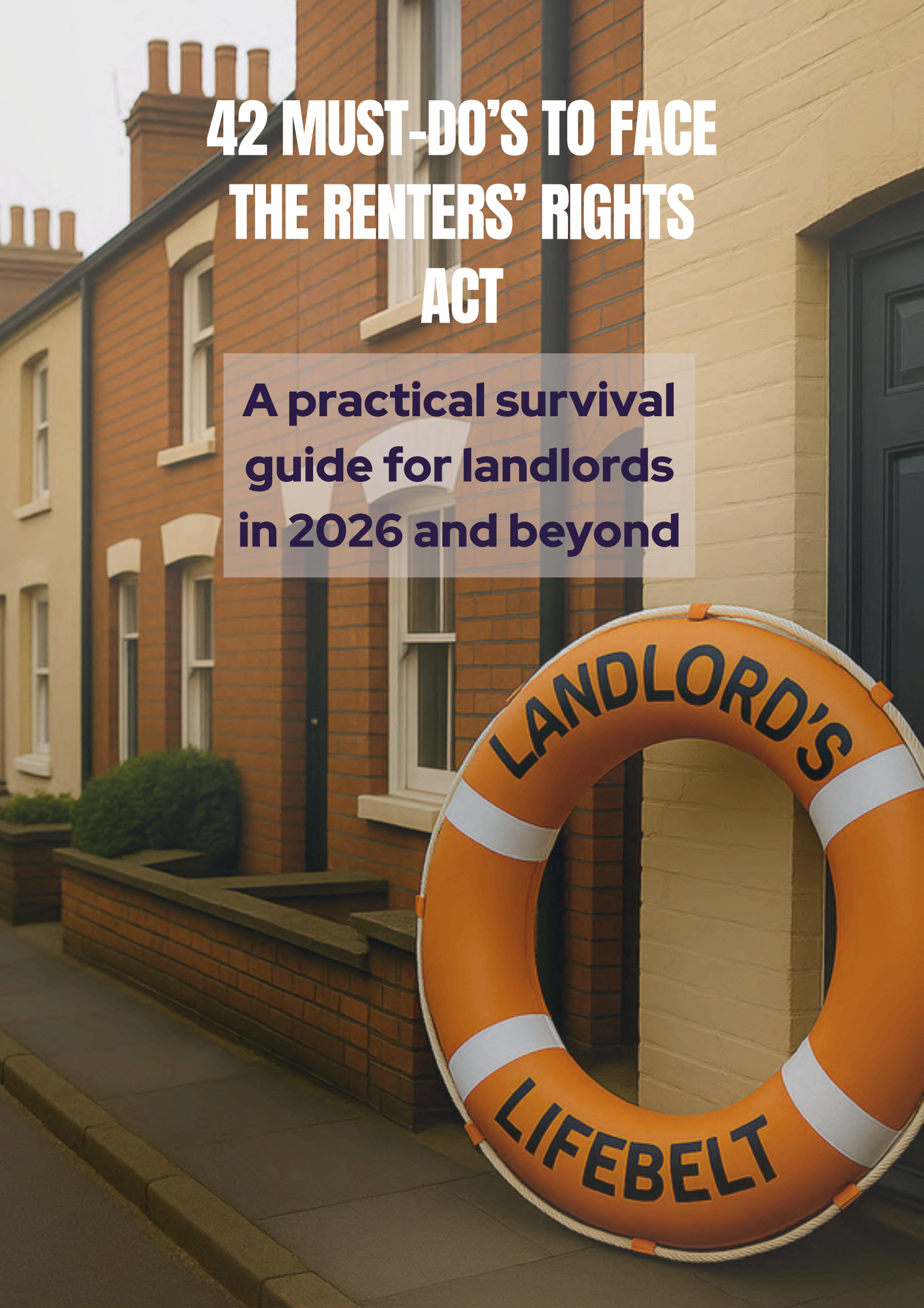
42 MUST-DOS

To Face The Renters Rights Act

Northwood Leicester

42 MUST-DO'S TO FACE THE RENTERS' RIGHTS ACT

A practical survival guide for landlords in 2026 and beyond



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INTRODUCTION

The Biggest Shake-Up to the Rental Sector in a Generation

Let's not sugar-coat this. The Renters' Rights Act (RRA) is the most significant overhaul of the private rented sector in decades. Fixed terms vanish, "no fault" evictions are history, and new obligations with hefty penalties land firmly on the landlord's desk.

For too long, many landlords relied on familiarity — standard tenancy agreements, fixed terms, Section 21 notices, and a degree of flexibility on rent rules. That's gone. Instead, we're entering an era where compliance isn't optional: it's the very foundation of survival.

This guide is your practical roadmap. We've condensed the legislation, combined it with our checklists and interactive quizzes, and set out 42 essential "must-do's" tips and actions to help you stay ahead of the curve.

Think of this as your lifebelt — hold on to it, and you'll stay afloat. Ignore it, and the new regime could swallow you whole.

Landlord Lifebelt Tip

Don't weather this storm alone

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How to Use This Guide

Throughout the 42 Must-Do's to Face the Renters Rights Act we break down the many changes into logically grouped chunks, and then provide resources that enable you to dive deeper into that specific topic.

NEW RRA LEGISLATION	e.g. New Rules Around Rent
↓	
QUIZ	One Quiz link per section
↓	
HANDOUT/CHECKLIST	One-page pdf explainer
↓	
RENTAL CLINIC	1-to-1 personalised support

Book a Rent Clinic review with our expert team

- If you feel you need dedicated support to deal with the RRA
- A helpful way to review your status
- Private sessions

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01

Changes to Tenancies

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Changes to Tenancies

The assured periodic tenancy (APT) replaces the assured shorthold tenancy (AST). It sounds similar, but don't be fooled — it's a different beast. Here's what you need to adapt to:

1. Understand the shift from ASTs to APTs.
APT = rolling, indefinite, no fixed end date. Landlords can only terminate via Section 8 grounds.
Any tenancy agreement with fixed-term wording after implementation risks penalties of up to £7,000.

2. Prepare for automatic conversions.
On implementation day, all existing fixed-term tenancies convert to rolling APTs. Plan for how this affects your renewals and cash flow.

3. Removal of the option to terminate without reason
Section 21 is abolished. You'll need a valid Section 8 Ground (e.g. selling, moving in, arrears) to bring notice.
With an unreformed Court system anticipate delays and plan ahead.

4. Create a pet policy.
Blanket "no pets" policies are out. Landlords need objective reasons to refuse. Craft a pet policy that protects your property while complying with the law.

5. Written Statement.
You must give tenants a written statement of terms before they move in. At minimum, it will include the parties and their rights. Best approach: build it into your tenancy agreement

Changes to Tenancies

6. Eliminate discriminatory practices.
You can assess affordability, but not refuse purely for receiving benefits. “No DSS” or “no children” is now a fast-track to a civil penalty. Check your adverts, processes, and mindset.

7. Review student lets.
You can’t insist on minimum terms that match the academic year. Nor can you force overseas students into upfront payments.

8. Update referencing practices.
As you can’t take rent upfront *(see our Rules Around Rent section)*, you’ll need stronger guarantors and professional references.

9. Longer first 'month' to change rent date.
You can’t adjust the first payment period to match a preferred date — plan cash flow accordingly.

10. Ensure adverts comply.
Every advert must carry the proposed rent - no exceptions - and exclude any prohibited wording.

FREE LIFEBELT HELP – Download our free Quick Guide

Tenancy Changes in the Act Tenancy Changes Download

🔗 Interactive Quiz: New Tenancy Rules

The Changes to Tenancies Quiz

- A fast canter through the changes to cover the logic of all the changes
- Real-life scenarios from our experience as landlords - we're landlords just like you
- A bespoke report is immediately mailed to you with pointers to any issues that arise.

Take the QUIZ

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02

Possession Grounds

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Section 8 – The Only Route to Possession

With Section 21 gone, this is what's left standing.

Every future possession case will hang on Section 8, in a Court hearing. Notices now use Form 3A, must cite the exact grounds and reasoning, and state the earliest date for proceedings. Get the ground wrong, use the wrong notice period, or serve an outdated form and the case collapses.

"Precision and paperwork matter more than ever."

"Different grounds carry different notice periods — two weeks, four weeks, or four months. If you rely on multiple grounds, the longest period applies. If you don't start proceedings within 12 months of service, the notice lapses.

Lifebelt Tip

If you're even slightly unsure which ground applies, pause and check. A wrong tick-box can cost months.

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Mandatory vs Discretionary

- **Mandatory**: judge must grant possession if evidence is proved.
- **Discretionary**: judge may grant if it's reasonable on the facts.
- Build evidence as if you'll be questioned line-by-line.

Process Timeline

Serve	Notice	Hearing	Order
Form 3	2w / 4w / 4m	Evidence 5 m	Possession 5m

Landlord Lifebelt Tip

Prepare from the outset for *very* extended repossession timetables. An unreformed court system will now have to hear every claim.

🔨 Mandatory Grounds for Possession

Ground 1 – Landlord/Family Moving In

4 months

4 months' notice. Only for personal occupation as a sole/principal home. Not available to companies. Notice cannot be served until month 9 and must expire ≥12 months after tenancy start. Restricted period applies (no re-let/marketing for TWELVE MONTHS).

Ground 1A – Selling Up

4 months

4 months' notice. You must genuinely intend to sell and be able to show evidence (valuation, solicitor, marketing plan). Restricted period mirrors Ground 1.

Ground 4A – Students in HMO

4 months

Narrow ground. All tenants meet student test. Written statement at start; expiry between 1 June and 30 Sept; intention to re-let to students.

Ground 7A – Serious ASB

Immediate

Immediate. Conviction or breach of injunction/behaviour order. Reserved for the most serious conduct.

Ground 8 – Serious Rent Arrears

4 weeks

4 weeks' notice. Arrears ≥ 3 months both on service and at hearing. Exclude Universal Credit delays from the arrears calculation.

⚖️ Discretionary Grounds – Evidence is Everything

Ground 10 – Any Rent Arrears — 4 weeks

4 weeks' notice. Useful when tenants hover just under the Ground 8 threshold

Ground 11 – Persistent Late Payment — 4 weeks

4 weeks' notice. Applies even if arrears are cleared at hearing; pattern of lateness matters.

Ground 12 – Breach of Tenancy — 2 weeks

2 weeks' notice. Unauthorised sub-letting, refusing access for repairs/inspection, prohibited use, etc.

Ground 13 – Deterioration of Property — 2 weeks

2 weeks' notice. Neglect/damage by tenant or household. Photos + inspection notes vital.

Ground 14 – Anti-Social Behaviour — Immediate

Immediate. Wider nuisance/harassment short of criminality. Judge weighs reasonableness.

Ground 17 – False Statement — 2 weeks

2 weeks' notice. Tenancy induced by a knowing/reckless falsehood (e.g., falsified reference).

Need help preparing Form 3? **Rental Clinic booking**

🗒️ Section 8 Notice Periods – Quick Reference

Always verify with the latest government Form 3A before serving notice.

This page brings together every Section 8 ground and its associated notice period in one quick-glance guide. Treat it as your go-to reference, but note: regulations can change. Work with the latest government Form 3A and verify that your notice period still applies before serving.

Ground	Example	Notice	Notes
1 / 1A	Move-in / Sell up	4 months	Restricted period 12 mth; evidence required
4A	Student HMO	4 months	Expiry 1 Jun–30 Sep only
7A	Serious ASB	Immediate	Conviction / injunction
8 / 10 / 11	Rent arrears	4 weeks	G8 = 3 months; UC exclusion
12 / 13 / 17	Breach / Damage / False statement	2 weeks	Evidence essential
14	ASB (wider)	Immediate	Judge discretion

FREE LIFEBELT HELP - Download our free Quick Guide

RRA Section 8 Notice Periods Section 8 Download

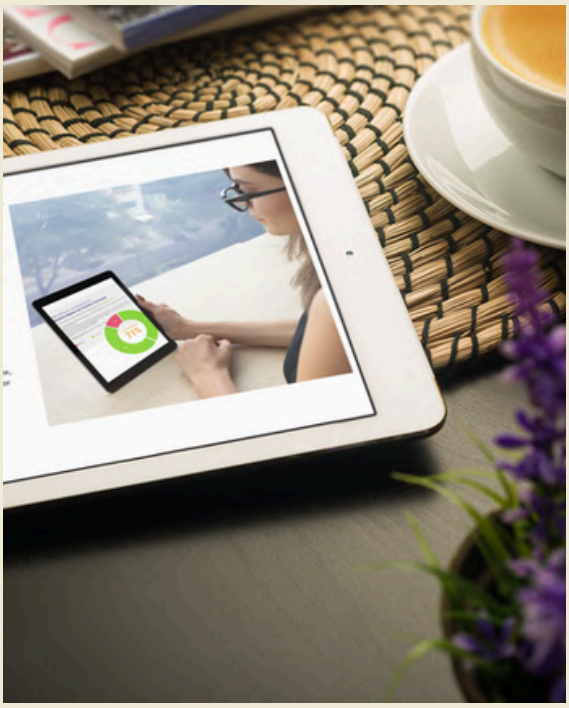
🔗 Interactive Quiz: RRA Repossession Readiness

Can You Still End a Tenancy?

From the Commencement Date, Section 21 “no fault” evictions have been abolished. Every landlord will need to rely on revised Section 8 grounds — and follow new notice, evidence, and court rules to the letter.

- Which grounds you can still use
- How notice periods will change
- Which mistakes could cost you thousands

Take the QUIZ



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03

New Rules Around Rent

← Back to Contents

Rents, Reviews and Red Lines: Staying Within the New Rules

(Effective from the Commencement Date – all new tenancies thereafter)

1. RENT PERIODS — ONE MONTH MAXIMUM

Under the RRA, the rent period for new tenancies cannot exceed one calendar month. Any clause demanding rent every three or six months will be void. Existing tenancies remain valid until re-let or renewed.

2. ADVERTISING THE RENT — STATE IT CLEARLY AND STICK TO IT

Landlords and agents must state the proposed rent in every public advertisement or offer — whether on Rightmove, Facebook, a website, or in writing. Once stated, you cannot increase it (though you may lower it). Local authorities can demand documents, investigate suspected breaches, and issue civil penalties up to £7,000 if rent has not been properly declared.

3. THE BAN ON RENTAL BIDDING

It is now unlawful to invite, encourage, or accept any offer above the advertised rent — even if a tenant volunteers to pay more. Tenants may still offer below the proposed rent. Councils will enforce these rules with the same £7,000 penalty powers.

4. RENT INCREASES — SECTION 13 IS NOW COMPULSORY

From the Commencement Date, all rent increases must follow the statutory Section 13 procedure. Informal agreements and rent-review clauses will be void. To raise rent correctly: serve Form 4A (available at gov.uk/guidance/assured-tenancy-forms), give at least two months' notice, the increase date must coincide with the start of a rent period, and you may only increase rent once every 12 months.
Tenants may refer the increase to the First-tier Tribunal (FTT) before it takes effect & up to 6 months after. The FTT can confirm or reduce (but not raise) the rent and no costs can be claimed from tenants.

The Particular Issues Relating to "Rent in Advance"

5. RENT IN ADVANCE — HANDLE WITH EXTREME CARE

This is where things become trickier than they sound.

The payment of rent before both parties have signed the tenancy agreement is a prohibited payment under the Tenant Fees Act 2019.

Landlords and agents must not ask for, suggest, or accept rent in advance until the tenancy agreement has been executed by all parties. If rent is paid prematurely — even by accident — it must be refunded immediately.

Even once the tenant has signed, you must not ask for any rent until after both parties have executed the agreement. If the tenant pays their first month's rent alongside the deposit, that rent payment must actually be returned — because until the agreement is fully "entered into", it counts as an unsolicited payment and therefore a breach of the Tenant Fees Act.

Only once the tenancy agreement is legally binding (signed by both sides and no longer "subject to contract") can you request the initial rent payment.

After that: only the first rent period can be collected before the tenancy begins, and it cannot exceed the standard monthly rent.

Clauses requiring rent quarterly or yearly in advance will be unenforceable under new Section 4B of the Housing Act 1988. Tenants (e.g. students) may still choose to pay in advance, but cannot be required to do so.

Landlord Lifebelt Tip

Rent Rules are Tricky

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Quick Reference - Rent Rules Under The RRA

Topic	Key Requirement / Limit	Enforced By	Possible Penalty
Rent Period	Max 1 calendar month	-	Clauses beyond 1 month void
Advertising Rent	Must state proposed rent in all ads / offers	Local Council	Up to £7,000 civil penalty
Rental Bidding	Cannot invite or accept above advertised rent	Local Council	Up to £7,000 civil penalty
Pre-Tenancy Rent	No rent before agreement signed by both parties	Trading Standards / Council	Breach of Tenant Fees Act
Rent in Advance	Only 1 period allowed post-signing; no compulsion	-	Clause unenforceable
Rent Increases	Must use Section 13 (Form 4A) once per year	-	Invalid increase if non-compliant

PRACTICAL TAKEAWAYS FOR LANDLORDS

- Update tenancy templates — remove rent-review and quarterly-payment clauses.
- Plan exact steps: no rent request or acceptance until the agreement is fully signed.
- Keep proof of signature timing and rent collection dates.
- Only use Form 4A (Section 13) for rent increases. Prepare for challenges at FtT
- Record advertising details to demonstrate the declared rent was fixed.

This summary is provided for general guidance only and does not constitute legal advice. Always seek professional advice before taking or refraining from any action.

🔗 Interactive Quiz: RRA Rules Around Rent

RRA: Rent Rules

The rules about how to handle rent rises, the timing, the ability to take increases to the Rent Tribunal, and rent in advance are all tricky.

- Which form must you use, and when?
- How to handle rent in advance
- Which mistakes could cost you thousands

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04

Other Big Shifts in the RRA

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Pets, Paperwork, Ombudsman, Decent Homes, and Transition Rules

1. No More Blanket 'No Pets' Rules

The RRA ends blanket pet bans. Each request must be considered individually, and refusals must be justified within 28 days.
Do: give written reasons if you refuse (e.g. property unsuitable, lease restrictions).
Don't: ignore - silence could count as refusal. (And don't demand insurance)

2. Update Your Tenancy Templates

Every agreement will need clauses that reflect new RRA standards — especially on pets, rent frequency, and notice procedures.
Do: review every contract template before the law goes live.

3. Prepare for Pet Insurance Deposits

Tenants may be asked to cover reasonable pet insurance for damage, but you'll need proof and clear consent.

4. Keep Written Records of Pet Decisions

If you refuse a pet, note your reasons and evidence — it could be challenged via the Ombudsman or Tribunal.

5. Join the New PRS Ombudsman Scheme

Every landlord — even if fully managed by an agent — must register. Failure to join could cost up to £40,000 in fines. NB Details are yet to be announced

6. Learn the Ombudsman Complaint Process

Know how tenants can raise disputes and what evidence you'll need to defend a case.
Do: keep digital copies of all communications and inspections.

Pets, Paperwork, Ombudsman, Decent Homes, and Transition Rules

7. Register on the PRS Database (once it comes into effect)

All landlords and properties must appear on the new database before advertising to let.
Do: confirm your entries are accurate.
Don't: list until registered — penalties apply.

8. Keep Database Records Updated

Changes in ownership, management, or compliance (EPC, gas, electrical) must be updated promptly.

9. Check Your Management Structure

Even if you use an agent, ultimate responsibility for database and Ombudsman compliance remains with you as landlord.

10. Prepare for the Decent Homes Standard (DHS)

By 2035, every rented property must meet DHS benchmarks: no hazards, thermal comfort, and decent repair.
Start budgeting now for upgrades — insulation, heating, damp proofing.

11. Document Repairs and Inspections

Under DHS, paper trails matter. Keep photo evidence, contractor reports, and dated records.

12. Review EPC Ratings

Energy efficiency will underpin DHS and rentability. Start improving low-rated stock before the rush.

Pets, Paperwork, Ombudsman, Decent Homes, and Transition Rules

13. Audit Your Property Portfolio for Gaps

Use the RRA as a reason to do a full compliance MOT — database, certificates, tenancies, deposits, licensing.

14. Section 21 transition rules expire

If you genuinely needed vacant possession before the RRA commencement date, the transition window applied only from the last date for the notice (30 April) to the end of enforcement (July 2026).

15. Expect Delays

The courts are already stretched. Even mandatory grounds can take months — factor that into rent-loss risk planning.

16. Invest in Rent Guarantee Cover

With Section 21 gone and courts congested, Rent Guarantee Insurance shifts from luxury to necessity.
Ensure your policy covers all grounds and post-RRA claims.

We strongly recommend Rent Guarantee Insurance: read our blog

Landlord Lifebelt Tip

There's SO much change - seek our help

Rental Clinic booking

🔗 Interactive Quiz: The Other Big Shifts In The RRA

RRA: Mopping Up

The RRA also introduces a whole raft of additional changes that will affect everything a landlord has been used to

- Can you refuse pets?
- Will your property meet the Decent Homes Standard?
- There's a new landlord database - should you join? (hint- no choice)

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Conclusion: Compliance is Protection

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CONCLUSION

Compliance is Protection

To repeat our going-in position at the start of this eBook: it's not possible to sugar-coat this. The Renters' Rights Act (RRA) is the most significant overhaul of the private rented sector in decades.

But it's not just that change is happening. Much change is *good*, and undeniably necessary - some tenants do live in unsatisfactory conditions and a few landlords enable this with poor standards. Unfortunately some agents facilitate this with unacceptable adherence to compliance rules and regulations.

It's just that the sheer *level* of change needs to be appreciated. Many of the alterations made to new processes will be the polar opposite of what good landlords (and their happy tenants) have regarded as decent practise for decades. Some of the changes frankly fly in the face of logic: the inability to take rent "in advance" of signing an agreement that depends upon that rent being paid, for instance. The removal of the ability to tie student lets to the traditional academic period, for another. And quite why the scourge of arrears, already beyond parody with recovery times in Court stretching to well over a year, should be allowed to start with a longer period before you can even begin the legal chase, is unfathomable.

But as they say, we are where we are. The Renters Rights Act does not, of itself, destroy the fundamentals of property investment as a class - Section 24 is far more damaging, as it undermines the ability to generate a return (but that's a different topic...).

What the Renters Rights Act *does* do is throw huge emphasis on compliance. Even subtle nuances arising from the new rules can expose landlords to extreme pressure: some of the fines are eye-watering (savage, frankly). There's only one way to prepare for this, and that's to get totally compliant, or to use a brilliant agent.

CONCLUSION

Compliance is Protection

That's where we come in, we'd have to say.

As landlords ourselves, we've compiled this eBook, and all the free resources around it such as interactive quizzes, handouts and support sessions, with the clear intention of demonstrating that a good agent can support you through even the most disruptive change.

Many landlords won't *always* need the full management support of agents. We'd suggest that the majority do need an agent at least to properly, *compliantly*, set up tenancies with robust tenant-find services. Either way, a reliable understanding of the nuances of the RRA is what a landlord should be able to rely upon.

That is what we have made available through this resource package.

And we make this further genuine offer to all landlords and potential clients: to have a professional review of your concerns, your property status, and your tenancies, in our Rental Clinic. Come and meet us, as both landlords ourselves and compliance-fixated agents; we are here to help you.

We've used the analogy of the Landlord's Lifebelt throughout this eBook: we think it reasonably accurately sums up what landlords need in choppy waters - hold on to it, and you'll stay afloat. Ignore it, and the new regime could be an uncomfortable place.

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