



BROWN & CO

RENTERS' RIGHTS ACT: Landlord Guide





INTRODUCTION

The Renters' Rights Act represents the most significant reform to the Private Rented Sector since the Housing Act 1988. It is expected to affect around 11 million people across England, including both landlords and tenants.

The legislation was originally introduced by the Conservative Party as the Renters' Reform Bill but was not passed before the general election. It was subsequently reintroduced under the Labour Party where it re-entered parliament, was expanded on and received Royal Assent on 27th October 2025, becoming the Renters' Rights Act.

Although the Act is now law, it is not yet in force. Implementation is scheduled for 1st May 2026, and the sector is currently in a transitional period while further guidance and documentation are finalised.

What this means for you

You now have a limited window to prepare for significant legislative changes. Taking proactive steps now will help you avoid disruption once the Act comes into force.

How Brown&Co can support you

We are closely monitoring all developments and will continue to provide clear guidance, updates, and practical support to ensure you remain compliant and well-prepared.



SERVING NOTICE AND POSSESSION

One of the most significant changes introduced by the Act is the abolition of Section 21 notices. From 1st May 2026, landlords will no longer be able to regain possession without providing a reason, and all possession proceedings will need to be carried out under Section 8.

For your information: The last day to serve a Section 21 notice will be the 30th April 2026. You will still have the ability to progress through to accelerated possession procedures if your tenant does not vacate the property, provided the notice was served on or prior to the 30th April 2026.

This change will mean that all cases are handled through the courts. Unlike the current process with Section 21, there will be no option to deal with possession outside of the court system. As a result, landlords should expect longer timescales and a greater reliance on legal support.

To successfully regain possession, landlords will need to ensure that all compliance requirements have been met. This includes protecting the deposit correctly, issuing all required documentation at the start of the tenancy, and maintaining clear and accurate records throughout. In addition, strong supporting evidence will be required, particularly in cases involving anti-social behaviour.

Please see Addendum 1 for a list of Section 8's mandatory and discretionary grounds.

If your tenant does not vacate, a repossession order will be required and, sometimes, a bailiff order.

A tenant will now be required to serve two months' notice in line with their tenancy date rather than the current one months' notice.

What this means for you

Regaining possession will become a more structured and evidence-based process. Preparation, compliance, and record-keeping will be critical to success. This notice will need legal representation and so a solicitor will be needed.

How Brown&Co can support you

We will ensure your property remains fully compliant at all times, maintain detailed records, and support evidence gathering. We can also guide you through the Section 8 process and work alongside legal professionals to minimise delays and risk.

PETS IN RENTAL PROPERTIES

From 1st May 2026, landlords will no longer be able to impose blanket bans on pets. Tenants will instead have the right to request a pet formally and in writing, which must be considered fairly and on a case-by-case basis.

Landlords will be required to respond within 28 days and must provide a reasonable justification if refusing a request. If further information is needed from the tenant, landlords will be granted a further 7 days to consider the information, or until the end of the 28 days, whichever is later.

Once permission is granted, it cannot be withdrawn, and each pet must be considered individually. If a tenant has a pet in a property without written permission, this is still seen as a breach of contract.

Damage caused by pets will continue to be managed through the tenancy deposit, and any behavioural issues may need to be addressed through formal processes such as a Section 8 notice for anti-social behaviour or reporting animal negligence or abuse to the RSPCA. Landlords will not be able to take an additional deposit or ask for proof of insurance when considering a pet request.

Reasons you can't decline a pet:

- If a landlord does not like pets
- If a landlord has had a bad experience with pets in the past
- If a landlord believes a pet will affect future rentals
- If a landlord has general concerns around damage
- If a tenant is known to need an assistance animal



What this means for you

You will need to adopt a more structured and consistent approach to pet requests, ensuring that decisions are fair, justified, and well-documented. Should a decision to decline a pet be seen as unfair, this is enforceable by the Courts.

Reasons you can decline a pet:

- Another tenant has an allergy
- Property is not suitable for the requested pet / multiple pets
- Pet is illegal to own
- If you are a leaseholder and your freeholder does not allow pets

How Brown&Co can support you

We will handle pet requests on your behalf while constantly communicating with you and the tenant to ensure we have enough information to be able to assess suitability, and ensure all decisions are compliant with the legislation. We also document all communications and help manage any issues that arise during the tenancy.



RENT INCREASES

The Act introduces tighter controls around rent increases, including a two-month notice period and a requirement to use the correct prescribed form.

Tenants will also have the right to challenge increases through the First-tier Tribunal.

Landlords will need to demonstrate that any proposed increase reflects market rent, although guidance on how this is assessed remains limited.

Should a tenant challenge the rent through the First-tier Tribunal, the starting date for your new rent will only be when the decision is made and this cannot be backdated.

What this means for you

Rent increases will require more justification and may take longer to implement if challenged. Clear evidence and accurate processes will be essential.

How Brown&Co can support you

We will manage rent reviews on your behalf, ensure notices are served correctly, and provide supporting evidence to justify increases. Our approach is designed to achieve fair market rents in order to minimising the risk of disputes.

BAN ON RENTAL BIDDING

From 1st May 2026, landlords and agents will not be permitted to accept offers above the advertised rent. The advertised figure must be the agreed rent.

Failure to comply may result in financial penalties and reputational consequences through the PRS database.

What this means for you

Rent increases will require more justification and may take longer to implement if challenged. Clear evidence and accurate processes will be essential.

How Brown&Co can support you

We will manage rent reviews on your behalf, ensure notices are served correctly, and provide supporting evidence to justify increases. Our approach is designed to achieve fair market rents in order to minimising the risk of disputes.

RENT IN ADVANCE

The Act will limit the ability to request more than one month's rent in advance during the tenancy. This new legislation will also impose strict guidelines on when you can request the first month's rent and deposit prior to the tenancy start date.

As of the 1st May 2026, you will only be able to request funds from a new tenant once the tenancy agreement is signed by both parties and this can only be requested to be paid as of the tenancy start date.



What this means for you

A landlord will not be able to request any funds upfront that are more than one month's rent, and you will not be able to set any terms in a tenancy agreement which requires a tenant to do this. You may need to rely more heavily on strong referencing and guarantors, particularly where tenants may previously have offered rent in advance. Should a tenant have not paid their rent and deposit prior to collecting the keys, you will need to release the keys and chase this in the usual manner.

How Brown&Co can support you

We carry out comprehensive referencing and can advise on guarantor requirements, helping to reduce risk and ensure the right tenant is selected. We will ensure that all processes are dealt with correctly and in line with the government guidance to minimise risk.

TENANCY AGREEMENTS

From 1st May 2026, all tenancies will become periodic tenancies that will operate on a rolling month-to-month basis. This will mean that fixed-term agreements will no longer be permitted and any existing tenancy agreements that are in their fixed term will revert to a month-to-month rolling tenancy. This means that there are no fixed terms for a tenant and that they are able to give their two month's notice from the first day of tenancy.

What this means for you

There will be less certainty around tenant commitment, making tenant selection and ongoing management even more important.

How Brown&Co can support you

We focus on securing high-quality tenants through robust referencing and maintain proactive communication throughout the tenancy to support long-term, stable lettings. We will use tenancy agreements that have been compiled by Propertymark and ARLA to ensure that the most comprehensive agreements are being used.

DISCRIMINATION

The Act expands on the current list of protected characteristics under the Equality Act 2010.

The current protected characteristics are:

- Disability
- Race
- Religion/belief
- Sex
- Sexual orientation
- Gender reassignment
- Pregnancy and maternity
- Age
- Marriage and civil partnerships

The act will expand this list to include:

- Families with children
- Benefit recipients

Landlords must ensure that all decisions are made fairly and consistently, while still complying with affordability and overcrowding regulations.

What this means for you

Letting decisions must be carefully managed to ensure they are compliant, transparent, and non-discriminatory.

How Brown&Co can support you

We carry out thorough and compliant referencing, ensuring that all applicants are assessed fairly while protecting your position as a landlord.







TENANT INFORMATION SHEET

On the 20th March 2026, the government released their new Tenant Information Sheet which must go out to all existing tenants.

This must be issued by the 31st May at the latest and must be the full unedited version of the government document.

The document must be issued either as a hard copy sent by 1st class post or as a PDF attachment on either an email or a text. You must not email or text a link to the PDF to the tenant, as this will not be valid.

If you are managing your own tenancies, this will need to be sent by you. If you do have a managing agent, this will need to be issued by your managing agent (even if you have already issued this).

What this means for you

Failure to provide the correct documentation could impact your compliance and ability to take future action.

How Brown&Co can support you

We ensure all required documentation is issued correctly and in line with current legislation, giving you confidence that your tenancy is fully compliant.

PRS DATABASE

A new mandatory database for landlords is expected to be introduced towards the end of 2026. This will centralise compliance information and support enforcement.

What this means for you

There will be an additional layer of compliance, requiring accurate and up-to-date information about both you and your property.

How Brown&Co can support you

As we currently don't know what this will look like or what is entailed in the registration process, it is difficult to be able to predict where we are able to assist. However, we would like to believe that we will be able to guide you through the registration process and manage ongoing compliance requirements as further details are released.

AWAAB'S LAW

Awaab's Law will require landlords to respond to all reports of damp and mould within strict timeframes and to take appropriate action. Although currently focused on the social sector, it is expected to extend to private landlords in the future.

The timeline will be structure as:

- All hazards and emergencies will need to be investigated within 24 hours
- A landlord must provide written findings within 3 working days
- A landlord must remove serious damp/mould within 10 working days
- All works must start within 5 working days or as soon as possible (no later than 12 weeks)

What this means for you

All reports of damp and mould must be taken seriously, investigated promptly, and resolved with clear documentation.

How Brown&Co can support you

We act quickly on reported issues, coordinate inspections and remedial works, and maintain detailed records to ensure compliance and protect your position.



DECENT HOMES STANDARD & EPC REQUIREMENTS

Future reforms will require rental properties to meet a minimum EPC rating of C by 2035. This will mean that all rental properties will need to be compliant with this by 2035.

The spend cap has currently been set to £10,000 which means that if the improvements needed are going to cost in excess of £10,000, you could look to list the property on the exemption register. Landlords are encouraged to begin planning for potential improvements now while you have the time and can implement improvements gradually.

What this means for you

There may be future financial investment required to bring your property up to standard.

How Brown&Co can support you

We can advise on contractors to assist on cost-effective improvements and help you plan ahead to ensure your property remains lettable and compliant.



LANDLORD CHECKLIST

As the Renters' Rights Act approaches implementation, landlords should ensure they are fully prepared:

- Review and update all tenancy documentation
- Ensure deposits are correctly protected
- Maintain clear and detailed records throughout the tenancy
- Prepare for Section 8 possession procedures
- Implement a clear and fair process for handling pet requests
- Review and evidence rent increase procedures
- Ensure rental pricing is accurate and compliant
- Review applicant selection processes for compliance with discrimination laws
- Update rent collection processes in line with new rules
- Ensure tenancy agreements reflect periodic tenancies
- Put systems in place to issue the Tenant Information Sheet correctly
- Prepare for PRS database registration and ongoing compliance
- Begin planning for EPC improvements where required

ADDENDUM 1:

Section 8 Mandatory & Discretionary Grounds

Ground		Summary	Notice Period
Mandatory grounds			
1	Occupation by landlord or family	The landlord or their close family member wishes to move into the property. Cannot be used for the first 12 months of a new tenancy.	4 months
1A	Sale of dwelling-house	The landlord wishes to sell the property. Cannot be used for the first 12 months of a new tenancy.	4 months
1B	Sale of dwelling-house under rent-to-buy	The landlord is a private registered provider of social housing and the tenancy is under a rent-to-buy agreement.	4 months
2	Sale by mortgagee	The property is subject to a mortgage and the lender exercises a power of sale requiring vacant possession.	4 months
2ZA	Possession when superior lease ends	The landlord's lease is under a superior tenancy that is ending. Can only be used by private registered providers of social housing, agricultural landlords, a person who held the dwelling for the purposes of making it supported accommodation or a company majority owned by a local authority.	4 months
2ZB	Possession when superior lease ends	The landlord's lease is under a superior tenancy that is coming to an end or has ended. Can only be used if the superior lease was for a fixed term of over 21 years.	4 months
2ZC	Possession by superior landlord	After a superior tenancy ends, the superior landlord becomes the tenant's direct landlord and seeks to take possession. Can only be used where the intermediate landlord prior to reversion was a private registered provider of social housing, agricultural landlord, a person who held the dwelling for the purposes of making it supported accommodation or a company majority owned by a local authority.	4 months
2ZD	Possession by superior landlord	After a superior tenancy ends, the superior landlord becomes the tenant's direct landlord and seeks to take possession. Can only be used where the superior lease was for a fixed period of over 21 years and has expired, or within a 12 month period of the fixed term expiry date, if the fixed term has been ended early. Or if the superior tenancy comes to an end after the expiry of the fixed term as a result of a valid notice.	4 months

Ground		Summary	Notice Period
4	Student accommodation	In the 12 months prior to the start of the tenancy, the property was let to students. Can only be used by specified educational establishments.	2 weeks
4A	Properties rented to students for occupation by new students	A HMO is let to full-time students and is required for a new group of students in line with the academic year. Cannot be used if the tenancy was agreed more than 6 months in advance of the tenancy starting (i.e. the tenant moving in).	4 months
5	Ministers of religion	The property is held for use by a minister of religion to perform the duties of their office and is required for occupation by a minister of religion.	2 months
5A	Occupation by agricultural worker	The landlord requires possession to house an agricultural worker, either as an employed or self-employed worker for the landlord.	2 months
5B	Occupation by person who meets employment requirements	A private registered provider of social housing holds the property for use by tenants meeting requirements connected with their employment and it is required for that purpose (and the current tenant does not fulfil those requirements).	2 months
5C	End of employment by the landlord	Previously ground 16 (expanded). The dwelling was let as a result of the tenant's employment by the landlord and the employment has come to an end OR the tenancy was not meant to last the duration of the employment and the dwelling is required by a new employee.	2 months
5D	End of employment requirements	A private registered provider of social housing, included an employment requirement in the tenancy agreement that the tenant no longer fulfils (e.g., key worker).	2 months
5E	Occupation as supported accommodation	The property is held for use as supported accommodation and the current tenant did not enter the tenancy for the purpose of receiving care, support or supervision.	4 Weeks
5F	Dwelling-house occupied as supported accommodation	The tenancy is for supported accommodation and one of the circumstances set out in the ground, making the accommodation no longer viable or suitable for that tenant, has occurred.	4 Weeks
5G	Tenancy granted for homelessness duty	The property has been used as temporary accommodation for a homeless household, under s193 of the Housing Act 1996, and a local housing authority has notified the landlord that the tenancy is no longer required for that purpose. The landlord can only use this ground if within 12 months of the date of the notice from the local housing authority.	4 Weeks

Ground		Summary	Notice Period
5H	Occupation as 'stepping stone accommodation'	A registered provider of social housing or a charity lets to a tenant meeting eligibility criteria (e.g., under a certain age) at "affordable rent", to help them access the private rented sector and/or transition to living independently, and the tenant no longer meets the eligibility criteria, or a limited period has come to an end.	2 months
6	Redevelopment	The landlord wishes to demolish or substantially redevelop the property which cannot be done with the tenant in situ. Various time limits and/or notice requirements exist for this ground depending on the circumstances. The landlord and tenancy must be of the kind listed in the table. A relevant social landlord who intends to carry out redevelopment work and seeks possession on Ground 6 either through case A or B will need to provide alternative accommodation that meets specific conditions set out in case A or B and is either available or will be available when an order for possession takes effect.	4 months
6A	Decant Accommodation	The tenant has been provided with alternative accommodation by a relevant social landlord while redevelopment affecting the tenant's original home is carried out.	4 months
6B	Compliance with enforcement action	The landlord is subject to enforcement action and needs to regain possession to become compliant. Under this ground, the court will be allowed to require the landlord to pay compensation to the tenant when ordering possession.	4 months
7	Death of tenant	The tenancy was passed on by will or intestacy, and proceedings began within the requisite period of 12 months. The ground can only be used if the new tenant wasn't living in the property immediately before the previous tenant died, the previous tenant also inherited the tenancy or it is a "special tenancy", e.g. supported accommodation.	2 months
7A	Severe ASB/ Criminal Behaviour	The tenant has been convicted of a type of offence listed in the ground, has breached a relevant order put in place to prevent anti-social behaviour or there is a closure order in place prohibiting access for a continuous period of more than 48 hours.	Landlords can begin proceedings immediately
7B	No right to rent	At least one of the tenants has no right to rent under immigration law as a result of their immigration status and the Secretary of State has given notice to the landlord of this.	2 weeks

Ground		Summary	Notice Period
8	Rent arrears	The tenant has at least 3 months' (or 13 weeks' if rent is paid weekly or fortnightly) rent arrears both at the time notice is served and at the time of the possession hearing.	4 weeks
Discretionary grounds			
9	Suitable alternative accommodation	Suitable alternative accommodation is available for the tenant	2 months
10	Any rent arrears	The tenant is in any amount of arrears.	4 weeks
11	Persistent arrears	The tenant has persistently delayed paying their rent.	4 weeks
12	Breach of tenancy	The tenant is guilty of breaching one of the terms of their tenancy agreement (other than the paying of rent).	2 weeks
13	Deterioration of property	The tenant has caused the condition of the property to deteriorate.	2 weeks
14	Anti-social behaviour	The tenant or anyone living in or visiting the property has been guilty of behaviour causing, or likely to cause, nuisance or annoyance to the landlord, a person employed in connection with housing management functions, or anyone living in, visiting or in the locality of the property. Or the tenant or a person living or visiting the property has been convicted of using the premises for illegal/immoral purposes, or has been convicted of an indictable offence in the locality.	Landlords can begin proceedings immediately
14A	Domestic Abuse	A social landlord wishes to evict the perpetrator of domestic violence if the partner has fled and is unlikely to return.	2 weeks
14ZA	Rioting	The tenant or another adult living at the property has been convicted of an indictable offence which took place at a riot in the UK.	2 weeks
15	Deterioration of furniture	The tenant has caused the condition of the furniture to deteriorate.	2 weeks
17	False statement	The tenancy was granted due to a false statement made knowingly or recklessly by the tenant or someone acting on their instigation.	2 weeks
18	Supported accommodation	The tenancy is for supported accommodation and the tenant is refusing to engage with the support.	4 weeks

SERVICES

At Brown&Co, we pride ourselves on being a diverse and highly skilled team, offering an extensive array of services across multiple sectors. Whether you're looking for support in residential, commercial, rural or agricultural fields, our expertise spans every aspect of property, land and business consultancy.

Here's a snapshot of what we offer:

Residential

- Sell Your Home
- Let Your Property
- New Homes

Commercial

- Agency Services
- Professional Services
- Property Management

Rural

- Land Agency
- Valuations
- Utilities & Infrastructure

Agricultural

- Farm Business Consultancy
- Budget and cashflows
- Environmental schemes
- Contract Farming and Joint Venture
- Grants and diversification projects

Architecture & Planning

- Planning Consultancy
- Architecture & Urban Design

Development

- Land Search
- Strategic Planning
- Development Land Sales & Acquisition
- New Homes

Carbon & Energy

- Biodiversity Net Gain
- Natural Capital
- Renewable Energy

International

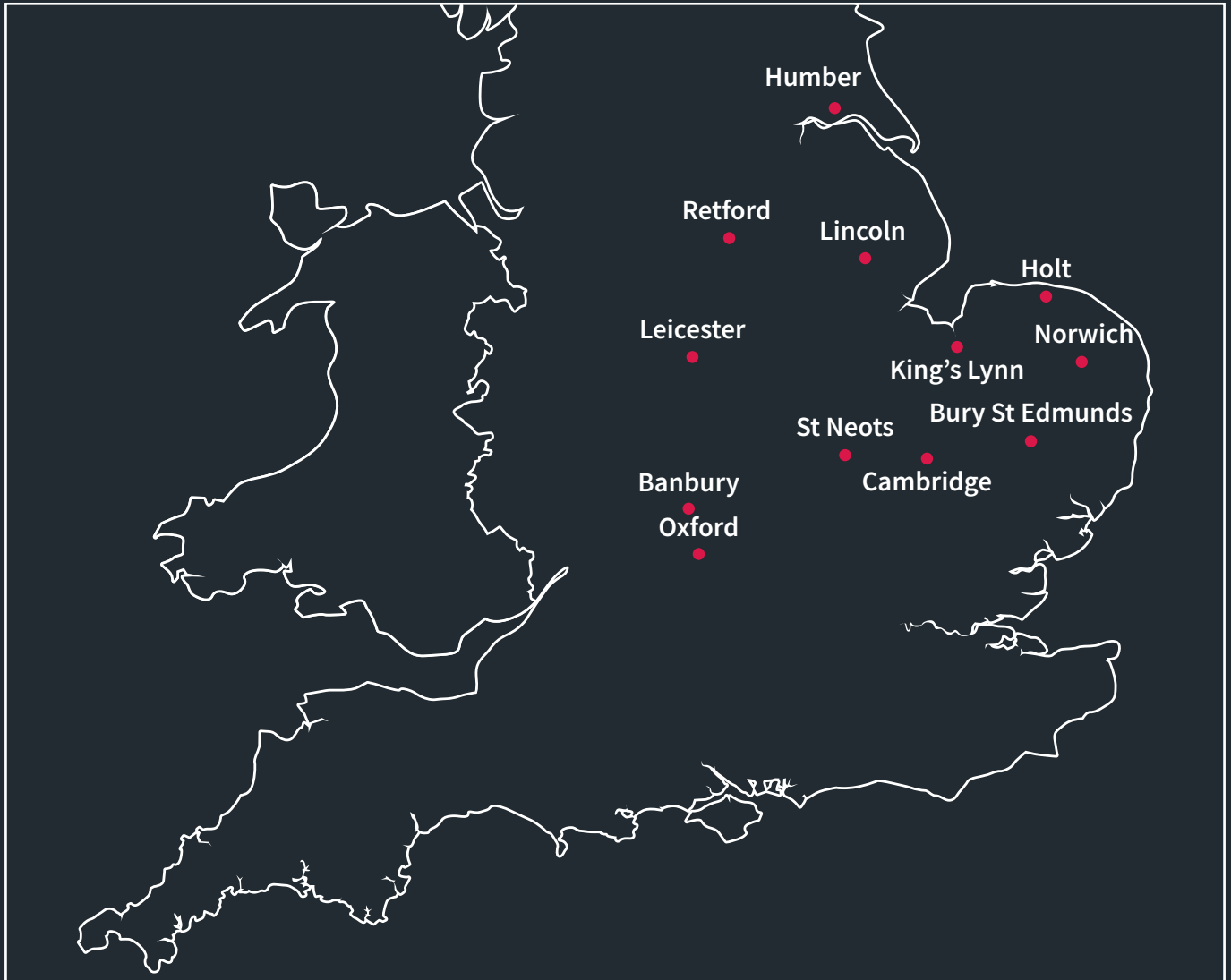
- Property
- Commercial Ventures
- Land & Farms
- Agri-Business Consultancy

Our services are designed to meet the diverse needs of our clients, and we are committed to delivering tailored solutions with the highest level of professionalism.

For more information on any of our services or to discuss how we can assist with your specific needs, please don't hesitate to reach out. We're here to help you achieve your goals.

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