

Renters' Rights Act 2025

# Member Information Sheet 2026

Effective from 1 May 2026 · Prepared by The Landlord Association · For TLA Members

The Renters' Rights Act 2025 introduces the most significant changes to the private rented sector in a generation. This document explains exactly what changes and how they affect you as a landlord. These changes apply to all assured and assured shorthold tenancies in England.

<p><b>Act Effective Date</b></p> <p><b>1 May 2026</b></p> <p>All tenancies convert automatically</p>	<p><b>Written Info Deadline</b></p> <p><b>31 May 2026</b></p> <p>Landlords must issue terms if not in writing</p>	<p><b>Tenant Notice Period</b></p> <p><b>2 Months</b></p> <p>Minimum notice to end a tenancy</p>	<p><b>Rent Increase Limit</b></p> <p><b>1x Per Year</b></p> <p>Only via Section 13 process</p>
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■ **Important: Section 8 / Section 21 Notices Served Before 1 May 2026**

If your landlord serves a Section 8 or Section 21 notice seeking possession before 1 May 2026, the changes described in this document may not immediately apply to that tenancy. The landlord may still be able to proceed under the previous rules. Members in this situation should contact TLA for specific guidance.

## 1. Changes to Fixed Term Tenancies

After 1 May 2026, it will no longer be possible for assured tenancy agreements to have a fixed term or set end date. All existing tenancies will automatically convert to rolling (periodic) tenancies from this date.

Before 1 May 2026	From 1 May 2026
Fixed term tenancies (e.g. 6 or 12 months) with a set end date	All tenancies become rolling Assured Periodic Tenancies with no fixed end date

Assured Shorthold Tenancy (AST) naming in use	ASTs are abolished — automatically renamed Assured Periodic Tenancies
End date in agreement was binding on both parties	Any end date in the agreement no longer applies from 1 May 2026

A rolling tenancy continues until: the tenant and landlord mutually agree to end it; the tenant serves written notice; or the landlord ends it using a valid legal ground for possession.

## 2. Rent Increases

From 1 May 2026, rent review clauses in existing tenancy agreements can no longer be used to increase rent. Landlords must instead follow the statutory process under Section 13 of the Housing Act 1988.

- Rent can only be increased **once per year**
- Landlords must give at least **2 months' written notice** using **Form 4A** before any increase takes effect
- Any increase must be no higher than the **open market rent** for a comparable property
- Tenants who believe a proposed increase is above market rate can **challenge it at the First-tier Tribunal**
- Existing rent review clauses in tenancy agreements **will not apply** after 1 May 2026

## 3. Ending a Tenancy — Landlord Rights

Section 21 'no-fault' evictions are abolished from 1 May 2026. Landlords must now have a valid legal ground (reason) to end a tenancy. These are set out in Schedule 2 of the Housing Act 1988 as amended by the Act.

### Grounds for Possession — Key Examples

**Rent Arrears** — Tenant has not paid rent on time

**Antisocial Behaviour** — Tenant, household members or visitors cause ASB in or near the property

**Property Neglect** — Tenant or household is not caring for the property properly

**Employment / Purpose Link** — Tenancy was tied to employment or temporary/supported accommodation

**Landlord Sale** — Landlord intends to sell (not available in first 12 months of tenancy)

**Landlord/Family Occupation** — Landlord or close family member needs to move in (not available in first 12 months)

The landlord must serve a **Section 8 notice** stating the ground(s) relied upon and the date by which the tenant must vacate. If the tenant has not left by the end of the notice period, the landlord must apply to court for a possession order. The landlord must provide evidence of the ground at court; the tenant has the right to contest the claim.

## 4. Tenant's Right to End the Tenancy

### How a Tenant Must Give Notice

Tenants may end the tenancy at any time by giving at least **2 months' written notice** (by letter or email). The notice must be worded so that the tenancy ends on a rent due date or the day before. A shorter notice period can be agreed in writing, provided all named tenants consent.

## 5. Tenant's Right to Request a Pet

From 1 May 2026, tenants have a statutory right to **request to keep a pet** in the property. Landlords cannot unreasonably refuse such a request. If refusing, the landlord must do so **in writing** and provide a reason. Each request must be considered on a case-by-case basis. Tenants may challenge an unreasonable refusal in court. Landlords may require the tenant to obtain appropriate pet damage insurance.

## 6. Student Lettings — Special Rules

- Full-time student tenants may be subject to possession **Ground 4A**
- Landlords may seek possession at the **end of the academic year** with **4 months' notice** ending between 1 June and 30 September
- Landlords must have given the student written notice that Ground 4A may be used — this must have been provided by **31 May 2026** in most cases
- This information sheet does **not** constitute that written notice — landlords must issue a separate document
- For the 2025/26 academic year: notices seeking possession can be served between **1 May and 30 July 2026** with at least 2 months' notice

[Need Help Navigating the Renters' Rights Act?](#)

[TLA Member Support](#)

As a TLA member, you have access to our expert legal guidance team, tenancy document templates updated for the new legislation, and our full SOS service range for urgent landlord situations.

### **landlordassociation.org.uk**

Section 8 Review · Tenancy Agreement  
Drafting  
Compliance Audit · Arrears Recovery  
Support  
Eviction Guidance · Court Bundle  
Assistance

*This document is produced by The Landlord Association for general guidance purposes only. It is not legal advice. The new rules apply automatically to assured tenancies in England's private rented sector. Social housing tenants and lodgers are not generally affected. For personalised advice, please contact TLA or consult a qualified solicitor.*