

Bracton —

A LANDLORD'S GUIDE

EFFECTIVE 1 MAY 2026

The Renters' Rights *Act 2025.*

Everything UK landlords need to know about the largest private rented sector reform in a generation.

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This guide has been prepared for landlords letting property in England. It reflects the Renters' Rights Act 2025 as it stands in April 2026, two weeks before its tenancy reforms commence. Where secondary legislation and prescribed forms remain pending, this has been noted in the relevant section.

The Act in outline.

The Renters' Rights Act 2025 is the largest single reform of the private rented sector in England since the Housing Act 1988. It ends no-fault eviction, abolishes fixed-term tenancies, and rewrites the grounds on which landlords can recover possession.

What the Act does

The Act received royal assent on 27 October 2025 and its core tenancy reforms commence on 1 May 2026. From that date, Section 21 no-fault eviction ends for the private rented sector, assured shorthold tenancies are abolished, and every existing AST in England automatically converts into a new form of tenancy called an Assured Periodic Tenancy. Fixed terms are extinguished. Landlords must use one of the revised Section 8 grounds to recover possession, with notice periods of up to four months depending on the ground relied upon.

Alongside the tenancy framework changes, the Act introduces a series of new obligations on landlords. Deposit protection and prescribed information rules, previously tied to assured shorthold tenancies, now apply to all assured tenancies. Landlords cannot require rent to be paid in advance during a tenancy. Tenants have a statutory right to request a pet, which the landlord must not unreasonably refuse.

A new Private Rented Sector Database will require all landlords to register themselves and their properties. A new Private Rented Sector Landlord Ombudsman will handle tenant complaints. The Act also introduces prohibitions on rental bidding, on discrimination against benefit claimants and families with children, and on requiring or accepting rent before a tenancy agreement is signed.

What this guide covers

This guide is written for individual landlords letting property in England. It focuses on the practical consequences of the Act rather than the legal theory behind it. Each part covers one area of the reform, setting out what has changed, what landlords need to do, and where the edges of the law currently sit.

Where a provision of the Act is particularly easy to get wrong, we have flagged it. Where secondary legislation or prescribed forms are still awaited from the Ministry of Housing, Communities and Local Government, we have said so rather than guessed. The focus throughout is practical. This is a working guide for someone who has to make decisions about tenancies, deposits, rent, possession, and compliance in the weeks and months after 1 May 2026.

A NOTE ON SCOPE

This guide applies to England only. Housing is a devolved matter in the United Kingdom; Scotland and Wales have their own separate legal frameworks. Welsh tenancies have been governed by the Renting Homes (Wales) Act 2016 since December 2022 and the Renters' Rights Act 2025 does not apply to them.

PART TWO

Three dates for your diary.

The Act's transition window is shorter than most landlords realise. If you have any intention of serving a Section 21 notice, you must do so before 30 April 2026. If you have already served one, you must issue proceedings before 31 July 2026 or the notice lapses.

IF YOU ARE PLANNING TO SELL

The new Ground 1A (sale) allows landlords to recover possession where they intend to sell with vacant possession, but with a four-month notice period and a twelve-month protected period at the start of the tenancy. For tenancies that began before 1 May 2026, the protected period counts from the original tenancy start date. This does not reset on commencement.

**30 April
2026**

Last day to serve a valid Section 21 notice.

After this date no new Section 21 notice can lawfully be served on a tenant in the private rented sector. Notices served on or before 30 April remain valid until they expire or proceedings conclude, but the door closes at midnight.

**1 May
2026**

Commencement day.

Every existing assured shorthold tenancy in England automatically converts into an assured periodic tenancy. Fixed terms are extinguished. Section 21 ceases to exist as a route to possession. Landlords must use the revised Section 8 grounds, with new notice periods and evidential requirements.

**31 May
2026**

Deadline to serve the Information Sheet on existing tenants.

The government is publishing an Information Sheet that sets out how the reforms affect an existing tenancy. Landlords must provide this to every existing tenant by 31 May 2026. The sheet will be available free from gov.uk; there is no need to rewrite the tenancy agreement itself.

31 July
2026

Final date to issue Section 21 proceedings.

Any Section 21 notice that has not been the subject of issued possession proceedings by this date lapses entirely. After 31 July 2026 no court will accept a Section 21 claim, regardless of when the notice was originally served.

Other dates worth tracking

Several other parts of the Act commence after 1 May 2026. The government's published implementation roadmap sets out the broad timing, though specific dates for some elements remain to be confirmed.

The **Private Rented Sector Database** is expected to begin rolling out from late 2026. All private landlords will be required to register themselves and their properties before letting or marketing, and registration will become a precondition for using most Section 8 grounds. Watch gov.uk for the registration window opening.

The **Private Rented Sector Landlord Ombudsman** is expected to become operational in the same period. Membership will be mandatory for all private landlords; non-membership will, like database non-registration, prevent use of most possession grounds.

The **Decent Homes Standard** and **Awaab's Law** for the private rented sector will be set out in regulations following further consultation. Both will introduce new substantive obligations on landlords in relation to property condition and hazard response. Implementation timing for both is not yet fixed; landlords with older or marginal-quality stock should follow MHCLG announcements closely through 2026 and 2027.

The new tenancy framework.

At the heart of the Act is a single structural change: every assured tenancy in the private rented sector becomes periodic. Fixed terms are abolished. This one change cascades through rent, possession, notices, and most of the commercial assumptions that have underpinned the sector since 1988.

Assured Periodic Tenancies

From 1 May 2026, every private rented sector tenancy in England will be an Assured Periodic Tenancy (or "APT"). An APT runs on a rolling basis with no fixed end date. The rent period must be monthly or shorter, with a maximum period of 28 days for weekly or fortnightly payers. Any attempt to create a longer period is ineffective and the statutory fallback applies.

This applies to new tenancies entered into on or after 1 May 2026 and, by operation of law, to every existing assured shorthold tenancy in England. If you have a tenant on an AST today, that tenancy converts automatically on commencement. You do not need to issue a new agreement. You do need to provide the government Information Sheet to the tenant by 31 May 2026.

The end of fixed terms

Clauses in a tenancy agreement that purport to create a fixed term are of no effect from 1 May 2026. A tenancy agreement stating "this tenancy is for a term of 12 months" becomes, on commencement, a rolling periodic tenancy terminable in accordance with the Act. The underlying agreement does not need to be rewritten for existing tenancies; the statute overrides any inconsistent term.

For new tenancies entered into on or after 1 May 2026, the agreement cannot include a fixed term. Any clause attempting to do so is void and may attract a civil penalty under the new enforcement regime.

Ending an Assured Periodic Tenancy

A tenant may end an APT by giving the landlord at least two months' written notice. This is a statutory minimum, and any clause in the tenancy agreement attempting to require longer notice is ineffective. A shorter period may be agreed in writing at the time. The tenant is not required to give notice by any particular method; a clause requiring notice to be sent by a specific means (such as email only, or post only) is ineffective.

A landlord may end an APT only by obtaining a court order for possession, on one or more of the grounds in Schedule 2 to the Housing Act 1988 as amended. Section 21 no longer exists as a route. Every possession claim will proceed under Section 8, using the prescribed Form 3A.

"The tenant may end the tenancy by giving two months' written notice. Any clause purporting to require longer notice is of no effect."

What existing tenancies need

Existing assured shorthold tenancies convert automatically and, crucially, do not require a new written agreement. Landlords are not obliged to reissue paperwork. However, two things must happen:

- The government Information Sheet must be served on every existing tenant by 31 May 2026. This is a free document published on gov.uk and explains how the reforms have affected the tenancy.
- Any clause in the existing agreement that conflicts with the new statutory framework is of no effect from 1 May 2026. This includes fixed-term clauses, break clauses, blanket pet bans, and any clause requiring rent to be paid in advance during the tenancy.

A verbal tenancy, or a tenancy without a written agreement, requires the landlord to provide a written document covering the required key terms by 31 May 2026.

What new tenancies need

For any tenancy entered into on or after 1 May 2026, the agreement must be written, must reflect the new statutory framework, and must contain specific information that will be prescribed in secondary legislation.

The core content of a new APT agreement will include:

- The names and addresses of the landlord and tenant, and the address of the property.
- The commencement date, rent amount, rent period (monthly or shorter), and rent due date.

- The deposit amount (if any) and the authorised scheme in which it will be protected.
- The landlord's address for service of notices (which must be in England or Wales).
- The obligations of landlord and tenant in relation to repairs, use of the property, and access.

The tenancy agreement does not need to recite the statute, describe the new possession grounds, or explain the tenant's rights under the Act. That work is done by the government Information Sheet and by the general law.

Rent periods

An APT must operate with a rent period of 28 days or shorter, or a monthly rent period. A landlord cannot create an APT with a quarterly, six-monthly, or annual rent period. The rent period must match the payment period; a clause stating the rent is payable every six months is of no effect.

If an existing tenancy agreement purports to use a rent period longer than the maximum, the statute substitutes a monthly period and provides a formula for calculating the monthly rent from the original amount.

What does not change

Not everything about residential tenancies is being rewritten. A number of key features remain as they were:

- **The landlord's repairing obligations** under section 11 of the Landlord and Tenant Act 1985 continue unchanged. Landlords remain responsible for the structure and exterior of the property and for the installations supplying water, gas, electricity, sanitation, heating, and hot water.
- **The Homes (Fitness for Human Habitation) Act 2018** continues to apply. The property must be fit for human habitation at the start of the tenancy and throughout.
- **Gas safety, electrical safety, and smoke and carbon monoxide alarm obligations** continue unchanged in their content, though they are now directly relevant to possession.
- **The Energy Performance Certificate** and the Minimum Energy Efficiency Standard (MEES) framework continue. Properties must meet at least EPC band E unless exempt.
- **Right to rent checks** under the Immigration Act 2014 continue to apply to new tenancies.

PART FOUR

Rent: payment, increases, and restrictions.

The Act rewrites the commercial mechanics of rent. Landlords can no longer require rent to be paid in advance during the tenancy. Rent increases must now go through the statutory section 13 process, once a year only. And landlords cannot ask for any rent at all before the tenancy agreement has been signed.

Rent in advance

The Act creates two separate rules about rent in advance, both enforced by local authorities under the Tenant Fees Act framework.

First, before the tenancy agreement is signed by both parties, a landlord or letting agent cannot ask for, accept, or encourage payment of rent. This applies even if the tenant offers to pay to "secure" the property. Deposits (both holding deposits and tenancy deposits) can be requested and paid, but rent cannot. Breach can attract a civil penalty of up to £5,000 for a first offence and up to £30,000 for repeat breaches.

Second, during the tenancy itself, any clause requiring rent to be paid in advance of the agreed rent due date is of no effect. If your tenancy agreement says rent is "payable monthly in advance," that term cannot be enforced to require payment before the day it is due. The tenant may of course voluntarily pay early, but the landlord cannot demand it.

THE PRE-TENANCY WINDOW

Between signing the agreement and the tenancy starting, a landlord may collect initial rent — up to the first month for monthly payers, or up to 28 days' rent for more frequent payers. This is the only period during which any advance rent payment can be required, and only once the agreement is signed.

Rent increases

All rent increases in the private rented sector must now use the statutory section 13 process. This means serving a prescribed form (Form 4A) on the tenant giving at least two months' notice of the new rent. The Landlord cannot increase rent more than once in any 12-month period.

Contractual rent review clauses, RPI or CPI escalators, and similar pre-agreed automatic increases are no longer effective. Any such clause in an existing or new tenancy agreement cannot be enforced. The only route to increase rent is the section 13 notice.

If the tenant believes the proposed rent exceeds market rate, they can challenge it at the First-tier Tribunal within the statutory period. The Tribunal will determine the market rent. In a welcome change for tenants, the Tribunal can no longer increase the rent above what the landlord asked for, and the new rent applies from the date of the Tribunal's decision rather than being backdated.

Repayment of rent on early termination

If the tenant has paid rent for a period that extends beyond the end of the tenancy, the landlord must repay the proportion relating to days after the tenancy ends. This applies whether the tenancy ends because the tenant has given notice, or because the landlord has obtained possession, or for any other reason. The repayment is a statutory entitlement, not a matter of contractual discretion.

A tenant who paid monthly rent on the 1st of the month and whose tenancy ends on the 15th of that month is entitled to repayment of approximately half the month's rent.

Rental bidding

From commencement, landlords and letting agents must publish a specific asking rent for each property. They cannot ask for, encourage, or accept offers above that advertised rate. Bidding wars, whether overt or implicit, are prohibited. Breach can attract a civil penalty of up to £7,000.

In practice, this means the rent advertised is the rent chargeable. A landlord who wants more rent should advertise at a higher figure from the outset rather than receive competing offers from prospective tenants.

RENT DISCRIMINATION RULES

The Act also prohibits landlords from discriminating against prospective tenants on the grounds that they receive benefits or have children. "No DSS" adverts are unlawful, as are indirect practices designed to have the same effect. Landlords retain the right to decline tenants on the basis of affordability, referencing, or other individual circumstances, but not on the basis of these protected characteristics. Breach can attract a civil penalty of up to £7,000.

Possession under section 8.

Section 21 is gone. From 1 May 2026, every possession claim in the private rented sector must cite a specific ground under Section 8 of the Housing Act 1988 as amended. The grounds table has been rewritten. Notice periods are longer. The landlord must prove the ground in court. And deposit non-compliance now prevents a possession order from being made.

The new Section 8 landscape

Section 8 possession proceedings have existed since 1988 but have historically been a secondary route for landlords who found Section 21 simpler. Under the new framework, Section 8 is the only route. The revised Schedule 2 to the Housing Act 1988 sets out the grounds, each with its own notice period and evidential requirement.

The prescribed form for service of a Section 8 notice is Form 3A, published by the Ministry of Housing, Communities and Local Government for use from 1 May 2026. Substantial departures from the prescribed form can invalidate the notice; the safest practice is to use the official form and rely on it as the authoritative template.

The main grounds summarised

GROUND	SUMMARY	NOTICE PERIOD
1	Landlord or close family wishes to occupy the property. Cannot be used in first 12 months of the tenancy.	4 months
1A	Landlord intends to sell the property. Cannot be used in first 12 months of the tenancy.	4 months
2	Mortgagee requires vacant possession under a power of sale.	4 months

GROUND	SUMMARY	NOTICE PERIOD
6	Redevelopment requiring vacant possession.	4 months
7	Death of tenant (certain circumstances, 12-month window).	2 months
7A	Severe anti-social behaviour or specified criminal conviction.	Immediate
7B	No right to rent under immigration law, Home Office notified.	2 weeks
8	Rent arrears: at least 3 months' arrears (or 13 weeks' if paid weekly/fortnightly).	4 weeks
10	Any rent arrears (discretionary).	4 weeks
12	Breach of tenancy agreement other than rent (discretionary).	2 weeks
13	Deterioration of property caused by tenant (discretionary).	2 weeks
14	Nuisance, annoyance, or illegal use of the property.	Immediate

The table above summarises the main grounds relevant to private landlords. The Act also contains grounds specific to social landlords, supported accommodation, agricultural workers, and ministers of religion, which are not reproduced here. The full list of grounds is in Schedule 2 to the Housing Act 1988 as amended.

Ground 1A: intent to sell

Ground 1A is a new mandatory ground allowing a landlord to recover possession where they intend to sell the property with vacant possession. It replaces what Section 21 used to do for landlords who wanted to sell. Because it is mandatory, the court must award possession if the statutory conditions are met.

Four conditions must be satisfied:

1. The landlord genuinely intends to sell a freehold or leasehold interest in the property, or to grant a lease of more than 21 years that is not terminable early by notice.
2. The tenancy did not come about through Rent Act 1977 or Rent (Agriculture) Act 1976 succession routes (relevant only for very old tenancies).
3. The current tenancy began at least one year before the "relevant date" (see below), or a compulsory acquisition notice has been given and the landlord intends to sell to the acquiring authority.
4. The landlord is not a registered provider of social housing, a registered social landlord, a housing trust charity, or a profit-making registered provider letting social housing.

The notice period is four months. The "relevant date" for the one-year protected period is the date specified in the notice as the earliest date on which proceedings may begin. The count is inclusive: both the tenancy start date and the relevant date are included.

When the clock starts for existing tenancies

A common question for landlords with existing tenants is whether the 12-month protected period runs from the original tenancy start date, or resets to 1 May 2026 on conversion. The better reading of the Act, supported by the Act's own continuity provisions and by practitioner commentary, is that the clock does not reset. A tenancy that began in October 2023, for example, has already had its 12-month protected period expire; Ground 1A can be served from 1 May 2026 with the four-month notice period running from then.

This is a settled reading but not a litigated one. Until a court takes a view in a contested case, a small residual risk remains that a judge might adopt the alternative interpretation. Landlords relying on Ground 1A for a tenancy that started before 1 May 2026 should be aware of this and should take specific advice if the position is contested.

Evidencing intention to sell

Ground 1A requires the court to be satisfied that the landlord genuinely intends to sell. Evidence that helps prove this includes: an estate agent instruction, a formal market valuation, a listing for sale, or the instruction of a conveyancing solicitor. The Act also introduces significant penalties for "knowingly or recklessly" misusing a possession ground, so landlords should have evidence of their intention in place before serving the notice, not after.

The restricted period after using Ground 1A

Once a landlord has relied on Ground 1A in a Section 8 notice, a statutory "restricted period" prevents the landlord from re-letting, granting a licence to occupy, or marketing the property for letting. The restricted period begins on the date the notice is served and ends 12 months after the earliest proceedings date specified in the notice.

In practice, this means a landlord who serves Ground 1A can be prevented from re-letting for approximately 16 months from the date of service. The restriction continues to apply whether or not the tenancy continues during that period — if the tenant leaves early, the landlord still cannot re-let. If the sale falls through, the landlord cannot convert the vacant possession into a new tenancy without waiting out the remainder of the restricted period.

Breach of the restriction is a criminal offence. Local authorities may impose civil penalties of up to £40,000 as an alternative to prosecution, and tenants may apply for a rent repayment order covering up to 24 months of rent. A landlord who is not genuinely committed to selling should not serve Ground 1A.

Ground 1: landlord moving in

Ground 1 has been expanded. It now allows a landlord to recover possession where the landlord, their spouse or civil partner, or specified close family members (parents, grandparents, siblings, children, grandchildren) intend to move into the property and use it as their only or principal home. It does not include cousins or aunts and uncles.

The protected period, notice period, evidence requirements, and restricted period on re-letting all mirror Ground 1A. It is not available to limited liability companies that own rental properties.

Ground 8: rent arrears

Ground 8 is the main mandatory ground for rent arrears. The threshold has changed significantly. A landlord must now show that the tenant is in at least three months' arrears (or 13 weeks' if rent is paid weekly or fortnightly) both at the date the notice is served and at the date of the court hearing.

The notice period has also increased from two weeks to four weeks. Any amount of arrears that is unpaid solely because the tenant has not yet received a Universal Credit housing payment must be disregarded in the calculation.

Many landlords will still combine Ground 8 with Ground 10 (any arrears, discretionary) as a backstop in case the tenant brings the arrears below the mandatory threshold before the hearing.

Deposit compliance gates possession

Under the pre-RRA regime, deposit compliance was primarily relevant to Section 21. A landlord who had failed to protect the deposit could be prevented from serving Section 21 and faced a penalty of between one and three times the deposit amount, but possession under Section 8 was not directly barred.

That changes fundamentally on 1 May 2026. The Act substitutes section 215 of the Housing Act 2004, so that for any assured tenancy where a deposit has been taken, the court cannot make a possession order on most grounds unless three conditions are met:

1. The deposit is protected in an authorised scheme.
2. The scheme's initial requirements have been complied with (even if late).
3. The prescribed information has been given to the tenant.

The only exceptions are Grounds 7A and 14 (anti-social behaviour and related conduct). Ground 1A is not an exception, nor is Ground 8, nor is any other sale, move-in, or rent arrears ground.

Unlike the old Section 21 rules, late deposit protection is now permitted. A landlord who realises the deposit has not been protected can protect it at any time before the hearing and satisfy the gating condition, though the tenant may still bring a separate penalty claim for the non-compliance itself.

CRITICAL CHECK BEFORE SERVING ANY SECTION 8 NOTICE

If a deposit was taken at the start of the tenancy, is it currently protected in an authorised scheme? If yes, continue. If no, protect it now and serve the prescribed information before issuing proceedings. Without deposit compliance, the court cannot award possession on Ground 1A and almost every other relevant ground.

The 12-month window for proceedings

Once a Section 8 notice has been served, proceedings must be issued within 12 months. If they are not, the notice lapses and a new one must be served. This 12-month validity window mirrors the pre-RRA position under Section 8 and is reflected in the Form 3A wording.

The PRS Database

The Act creates a new Private Rented Sector Database that all private landlords will be required to join. The government's published roadmap indicates the database will begin rolling out from late 2026, after the main tenancy reforms commence. Once the database is operational, landlords who have not registered will be prevented from obtaining possession on most grounds (with the same anti-social behaviour exceptions as apply to deposits). Landlords should register as soon as the facility becomes available.

New obligations on landlords.

Beyond the tenancy framework and possession rules, the Act introduces a set of new obligations on landlords. Deposit rules extend to all assured tenancies. Tenants have a statutory right to request a pet. Every landlord must be registered on the PRS Database before marketing a property.

Deposit protection

The deposit protection regime under the Housing Act 2004 has previously applied only to assured shorthold tenancies. From 1 May 2026, it extends to all assured tenancies. The key rules are unchanged: protect the deposit in an authorised scheme within 30 days of receipt, provide the tenant with the prescribed information within the same period, and cap the deposit at five weeks' rent (or six weeks where the annual rent exceeds £50,000).

The three authorised schemes in England remain the Deposit Protection Service, MyDeposits, and the Tenancy Deposit Scheme. Each offers both custodial (scheme holds the money) and insurance-backed (landlord holds the money) options.

Pets

Tenants have a new statutory right to request permission to keep a pet. The landlord must not unreasonably refuse. The request must be made in writing and must describe the pet. The landlord must give or refuse consent in writing within a prescribed response period (expected to be 28 days, subject to extensions for reasonable information requests, superior landlord consent, or agreed extensions).

A blanket "no pets" clause in a tenancy agreement is subject to this implied statutory term. The clause cannot be enforced to refuse a request that is otherwise reasonable. What amounts to a reasonable refusal is not defined exhaustively in the Act; a superior landlord prohibition is expressly a reasonable ground, and the government has indicated further guidance will be published.

PRS Landlord Ombudsman

A new Private Rented Sector Landlord Ombudsman is being introduced as part of the reforms. All private landlords in England will be required by law to join. Tenants will be able to complain to the service for free, and the ombudsman will have binding powers to order landlords to apologise, provide information, take remedial action, or pay compensation. The service is expected to become operational in late 2026. Landlords who fail to join will be unable to use most Section 8 grounds, in the same way as PRS Database non-compliance.

The Decent Homes Standard

For the first time, the Decent Homes Standard will apply to private rented housing. The standard was previously only applicable to social housing. The detailed requirements are being consulted on and will be set out in regulations, but the core content is expected to address thermal comfort, freedom from serious hazards, reasonable state of repair, and reasonably modern facilities.

Local councils will have enforcement powers where a property fails to meet the standard, including issuing improvement notices and imposing civil penalties. Landlords who fail to keep their properties free of serious hazards face penalties of up to £7,000.

Awaab's Law

Awaab's Law, introduced in response to the death of two-year-old Awaab Ishak due to prolonged mould exposure in social housing, is being extended to the private rented sector. It will require landlords to address certain hazards — including damp and mould — within specified timeframes. The detailed rules and timeframes will be set out in regulations, following consultation. Breach will give tenants the right to sue for damages and seek orders requiring action.

Information sheet

The government is publishing an Information Sheet explaining the reforms to existing tenants. Landlords with tenants on existing ASTs must serve this sheet on every tenant by 31 May 2026. It is available free from gov.uk; landlords do not produce their own version. Failure to serve the sheet may attract a civil penalty.

For new tenancies entered into on or after 1 May 2026, prescribed information must be included in the tenancy agreement itself or provided alongside it. The exact content is to be set out in secondary legislation.

Prohibited practices

Three specific practices are prohibited under the Act, all enforced by local authorities under the Tenant Fees Act architecture:

- **Rental bidding.** Landlords and agents must advertise a specific rent and cannot accept offers above it. Civil penalties up to £7,000.
- **Rent in advance before the agreement is signed.** Neither party can agree to rent before signing; acceptance of rent before signing is itself a breach. Civil penalties up to £5,000 for a first breach, up to £30,000 for repeats.
- **Discrimination against benefit claimants or families with children.** "No DSS" and similar policies are unlawful, whether explicit or indirect. Civil penalties up to £7,000.

Enforcement, penalties, and rent repayment orders.

The Act is backed by a significantly strengthened enforcement regime. Local authorities have expanded investigatory powers. Civil penalties have been substantially increased. Rent repayment orders now cover a wider range of offences and can be claimed for up to two years of rent.

Civil penalties

Local authorities can impose civil penalties on landlords for a range of breaches. The Act establishes a two-tier structure:

- **Up to £7,000** for initial or minor non-compliance. This covers most straightforward breaches of the new tenancy rules, failure to register on the PRS Database, failure to join the ombudsman scheme, rental bidding, and rental discrimination.
- **Up to £40,000** for serious, persistent, or repeat non-compliance. This is the maximum civil penalty and is available as an alternative to criminal prosecution for the most serious offences, including misuse of possession grounds and breach of the restricted period after using Grounds 1 or 1A.

For serious or persistent breaches, local authorities may instead pursue criminal prosecution, which carries an unlimited fine.

Rent repayment orders

Rent repayment orders are a tenant-led enforcement tool. A tenant (or local authority where rent has been paid through Universal Credit or Housing Benefit) can apply to the First-tier Tribunal to order the landlord to repay rent. The Tribunal must be satisfied beyond reasonable doubt that the landlord has committed a listed offence.

The Act significantly expands the list of offences that can trigger a rent repayment order. New offences include:

- Knowingly or recklessly misusing a possession ground.
- Breach of the restricted period on re-letting after using Grounds 1 or 1A.
- Continued failure to register on the PRS Database after a civil penalty.
- Continued breach of ombudsman scheme rules after a civil penalty.
- Providing false information to the PRS Database.

The maximum amount of rent that can be ordered to be repaid has doubled from 12 to 24 months. The time limit for a tenant or local authority to apply has also doubled from 12 to 24 months after the offence.

Landlords who have previously received enforcement action for a given offence are required to pay the maximum rent repayment order amount if they commit that offence again. This is automatic; the Tribunal has no discretion to reduce the amount for repeat offenders.

Investigatory powers

Local authorities have new powers to investigate suspected breaches. These include the power to require information from third parties such as banks, accountants, and client money protection schemes, and the power to enter both business and — in limited circumstances — residential premises to obtain on-site evidence.

In practice, this means that if a local authority suspects a landlord of misusing a possession ground, re-letting within a restricted period, or failing to protect deposits, they have stronger tools to build a case than under previous legislation.

Purported notices of possession

A specific new offence targets attempts to end a tenancy outside the statutory process. The Act criminalises "purported" notices of possession, including informal written communications that purport to end a tenancy — text messages, WhatsApp messages, verbal notices, and letters that do not follow the Section 8 process. A landlord who sends a tenant a message saying "your tenancy ends on [date], please move out" is committing a potential offence.

For landlords who have ended tenancies informally in the past, this is a significant change in approach. Every tenancy termination must now proceed through a Section 8 notice, followed if necessary by court proceedings.

"The Act is designed to be proportionate for compliant landlords and punishing for those operating informally or cutting corners."

Practical checklists.

The checklists below cover the practical steps a landlord should take before commencement, in the first month after commencement, and ongoing through the first year of the new framework.

Before 1 May 2026

- Review every existing tenancy. If you intend to serve Section 21, do so no later than 30 April 2026.
- If you have an existing Section 21 notice in force, diarise 31 July 2026 as the final date to issue proceedings.
- Identify which of your tenancies will convert automatically on 1 May.
- Check that deposits for every tenancy are currently protected in an authorised scheme and that prescribed information has been served. If not, remedy now.
- Review each tenancy agreement for clauses that will be ineffective from 1 May: fixed-term clauses, rent-review clauses, blanket pet bans, break clauses, rent-in-advance requirements.
- If you are planning to sell any property, consider whether Ground 1A's four-month notice period and 12-month post-notice re-letting restriction work with your timing.
- Make sure you have a written address for service of notices. This must be in England or Wales.

First month after 1 May 2026

- Serve the government Information Sheet on every existing tenant by 31 May 2026. Download the sheet from [gov.uk](https://www.gov.uk).
- For tenancies without a written agreement, provide a written document covering the key terms by 31 May 2026.
- If you are about to enter into a new tenancy, ensure the agreement reflects the new framework: no fixed term, rent period of 28 days or monthly, no rent-in-advance clause, no blanket pet ban, section 13 as the only route to rent increases.

- Check the authorised deposit schemes to ensure deposit protection has been continued into the new assured tenancy regime.
- Monitor gov.uk for publication of Form 3A (the new Section 8 notice form) and the updated Form 4A (Section 13 rent increase notice).

Ongoing compliance

- Register on the PRS Database as soon as it becomes available. Non-registration will prevent you using most Section 8 grounds once the database is live.
- Join the PRS Landlord Ombudsman Scheme when it becomes mandatory.
- When serving any rent increase, use the prescribed Form 4A and give at least two months' notice. Do not raise rent more than once in any 12-month period.
- When serving any possession notice, use the prescribed Form 3A. Verify the earliest proceedings date is correctly calculated.
- For any Ground 1A notice, have evidence of intention to sell in place before service, not after.
- After serving Ground 1A, diarise the end of the restricted period. Do not re-let, grant a licence, or market for letting before the restricted period ends.
- Respond to every pet request in writing within the statutory period. Refusal must be reasonable.
- Publish an asking rent for every property marketed. Do not ask for or accept offers above the advertised rate.
- Do not ask for or accept rent before the tenancy agreement is signed.

THE SINGLE MOST IMPORTANT HABIT

Keep good records. The new enforcement regime relies on contemporaneous evidence: of intention, of service, of deposit compliance, of communications with tenants. A landlord with complete paperwork is substantially better protected than one operating on memory, regardless of the quality of their underlying compliance.

When you need documents built for the new framework.

Bracton produces legal documents for landlords letting property in England, drafted specifically for the post-1 May 2026 framework. Every document is prepared by qualified UK solicitors at Blackwell Advisory and kept current as the law develops.

The documents most landlords need first are the Assured Periodic Tenancy Agreement (the replacement for the AST) and the Section 8 Ground 1A notice (for landlords intending to sell). Further documents covering the full range of possession grounds and post-commencement obligations are being added as the framework matures and prescribed forms are published.

Bracton is a self-serve product built to let landlords generate compliant documents quickly, without paying for a bespoke solicitor drafting pass on every tenancy. Where a situation is genuinely complex — such as HMOs subject to selective licensing, or tenancies with Rent Act lineage — Blackwell Advisory is available to take the matter on directly.

bracton.org

Colophon. This guide was prepared by Bracton and reviewed by Blackwell Advisory Ltd, a UK solicitors' practice regulated by the Solicitors Regulation Authority. Published April 2026. Set in Fraunces and Source Serif 4 for reading, IBM Plex Sans for interface elements. This guide is general information, not legal advice. Individual circumstances vary; where your situation raises specific questions, take specific advice.
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