

# Hello NEIGHBOUR

**Renters' Rights: The new rules from 1 May 2026**

Wednesday, 15 Apr 26

[Hello-neighbour.com](https://hello-neighbour.com)

# Agenda

## 1. Welcome

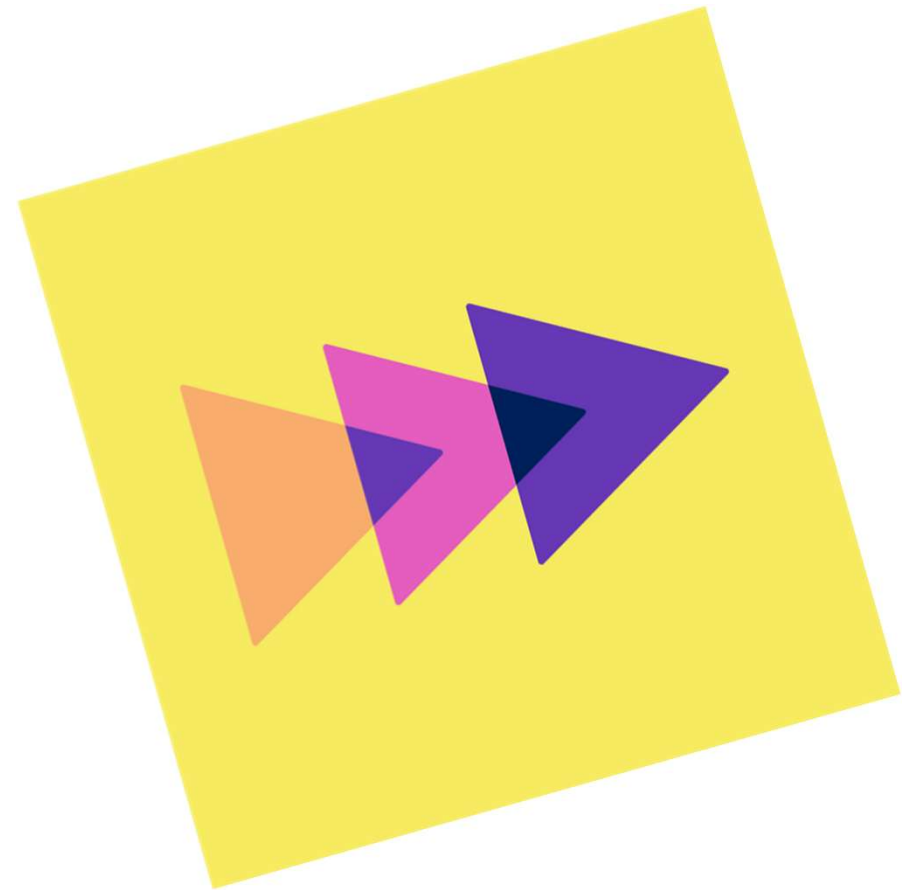
Rich Jenkins, CEO & Co-founder of Hello Neighbour

## 2. Renters' Rights: The new rules in force from 1 May 2026

Suzanne Smith, The Independent Landlord

## 3. Questions

## 4. Wrap up





# Renters' Rights: The new rules from 1 May 2026

**Suzanne Smith**

15 April 2026



The Independent Landlord™

# What we're going to cover

- What happens on 1 May?
- The Assured Periodic Tenancy
- What changes from 1 May?
- What must we do?
- How to succeed under the RRA
- Questions



The Independent Landlord™

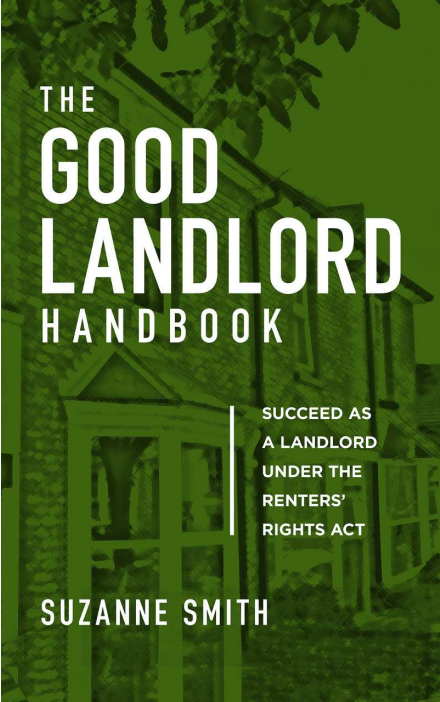
# From lawyer to landlord and author

- Worked as a solicitor for 25 years
- Became landlord in 2019
- Set up **The Independent Landlord** in 2022
- **Free weekly newsletter**: 17k subscribers
- YouTube channel and membership
- Author of **The Good Landlord Handbook**

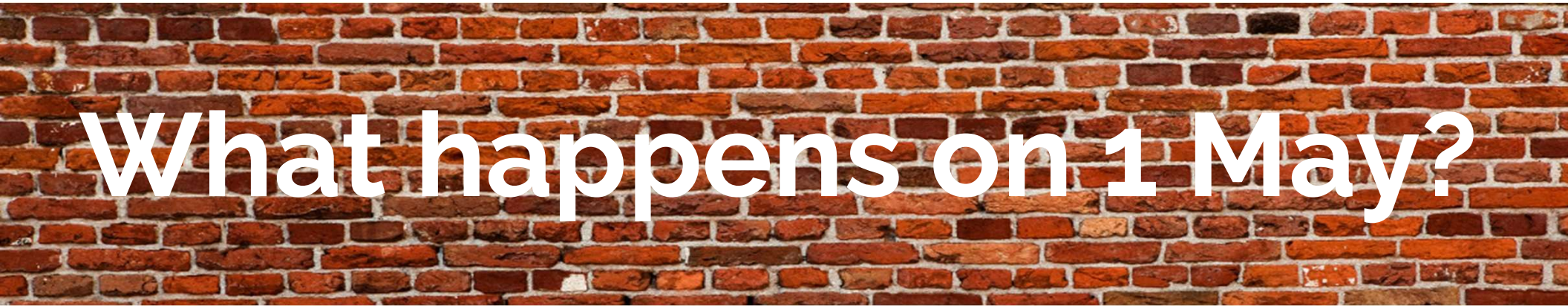


The Independent Landlord™

# Direct experience as landlord, with legal lens



The Independent Landlord™



**What happens on 1 May?**

# The transformation of ASTs to APTs

- On 1 May 2026, the new default tenancy will be the Assured Periodic Tenancy (APT)
- All existing Assured **Shorthold** Tenancies in PRS become Assured **Periodic** Tenancies **automatically**
- Fixed terms fall away >> periodic, rolling tenancies
- Can't opt out

**Does not apply to Rent Act tenancies, lodgers, corporate lets, high and low rent tenancies**



The Independent Landlord<sup>TM</sup>

## The tenancy continues

- Transformation “does not affect the continuation of an existing tenancy” (s. 146 RRA)
- It is not a “renewal”
- The APT is not a new tenancy.
- The previous AST continues, albeit with terms changed by the Renters’ Rights Act.



The Independent Landlord<sup>TM</sup>

# The practicalities of a continuing tenancy

- **No new agreement needed:** If you have a written AST in place, do not issue a new tenancy agreement.
- **Tenancy documentation:** You do not need to serve the tenancy documentation again, eg Gas Safety Certificate, the EICR or the EPC.
- **Deposits:** You do not need to re-protect the tenancy deposit.



The Independent Landlord™

## Pending notices as of 1 May

- **Pending section 13 notices.** Any Form 4 notices served BEFORE 1 May, will still be valid.
- **Rent review clauses.** You cannot use a rent review clause to change the rent to come into effect on or after 1 May, even if you do it before 1 May
- **Pending section 21 notices.** Valid if served before 1 May, but will lapse if don't ask court to issue claim form by 31 July.



The Independent Landlord™

A horizontal band of a red brick wall texture, featuring a pattern of reddish-brown bricks with light-colored mortar joints. The bricks are arranged in a standard running bond pattern.

# The Assured Periodic Tenancy

## What is an APT?

- APTs are **open-ended / periodic**
- **No fixed terms** or minimum periods, even for students
- Tenants can leave with 2 months' notice to quit (or shorter if landlord agrees)
- No more “renewals”
- Can get £7k civil penalty if try to grant a new fixed term tenancy from 1 May 2026 – don't use old ASTs!



The Independent Landlord<sup>TM</sup>

## What needs to go in a new APT?

- Must provide new tenants with certain information and terms, called “**written statement of terms**”
- Can be in tenancy agreement or standalone document
- Civil penalty up to £7k if breach rules
- **Basic terms:** start date, rent, bills, rent increase via s.13, deposit
- **Safety terms:** fitness for human habitation, repairs, gas and electrical safety
- **Tenant rights:** pets and disability improvements



The Independent Landlord<sup>TM</sup>

A horizontal band of a red brick wall texture, featuring a pattern of reddish-brown bricks with light-colored mortar joints. The band is centered vertically on the page.

**What changes from 1 May?**

## When looking for new tenants

- **Proposed rent:** must state “proposed rent” on listings, adverts and offers for new tenancies
- **Rental bidding ban:** must not accept offer from tenant above the proposed rent (aka “rental bidding”)
- **Rental discrimination:** ‘no kids’ and ‘no benefits’ banned
- **Maximum rent period:** will be a calendar month
- **Rent challenge:** Easier for tenants to challenge rent in first 6 months in First-tier Tribunal



The Independent Landlord<sup>TM</sup>

## Rent in advance for new APTs

- **Prohibited Pre-tenancy Rent Payment:** breach of Tenant Fees Act to accept rent payment before tenancy signed by all
- **Initial rent:** can be paid between signing and start date, but not more than one calendar month
- **Rent in advance clauses invalid:** any clauses saying rent must be paid in advance during tenancy will be unenforceable
- **Voluntary payments:** Tenants can pay rent in advance voluntarily once tenancy agreement is entered into



The Independent Landlord<sup>TM</sup>

# New rules for increasing rent

- The only valid way to increase rent will be by issuing a **Section 13 notice** (a new Form 4A)
- Will need to give at least **2 months' notice**
- Tenants can **challenge rent increase** in First Tier Tribunal
- FTT can reduce rent if it's above the 'market rent' for a similar property in the locality
- All existing rent review clauses will be invalid
- Will **not** be able to increase rent by addendum (without s13)



The Independent Landlord<sup>TM</sup>

## Different eviction rules

- No new section 21 “no fault eviction” notices
- Landlords will need to have a valid Section 8 ground in order to terminate, and **serve new Form 3A**
- Will need evidence to qualify for ground
- Discretionary grounds require judge to believe eviction is reasonable
- Lots of penalties if try to end tenancy any other way



The Independent Landlord™

## Selling up and moving in grounds

- **Ground 1A:** Intention to sell up. 4 months' notice, must expire after first year of tenancy
- **Ground 1:** Landlord or family moving in (not if limited company). Same notice requirements as Ground 1A
- **Restricted Period:** Can't re-let as a tenancy or licence to occupy for **16 months** after serving notice
- **Breach of Restricted Period:** Offence (up to £40k civil penalty and rent repayment order)



The Independent Landlord<sup>TM</sup>

## Student HMOs – Ground 4A

- New narrow ground for **HMOs** with **full-time students** in or about to begin higher education
- Must provide statement saying wish to use ground
- Cannot use it if entered into tenancy more than 6 months before the start of the tenancy
- 4 months' notice to expire 1 June to 30 September
- Landlord must intend to let the property to full-time students when serving the notice



The Independent Landlord™

## Other Section 8 grounds

- **Rent arrears** (4 weeks' notice)
  - Mandatory: 3 months' rent owed
  - Discretionary: persistent or "some" arrears
- **Anti-social behaviour** (no notice)
  - Mandatory: serious
  - Discretionary: nuisance, annoyance, illegal activity
- **Breach of agreement** (2 weeks' notice)
  - Discretionary, breach of term other than rent



## Increased civil penalties

- Many breaches give council right to issue civil penalty of up to £7k, or up to £40k for offences and repeated breaches
- Examples:
  - Using old AST with fixed term after implementation date
  - Failing to state proposed rent
  - Accepting offer above proposed rent
  - Blanket 'no benefits' ban
  - Breach of Tenant Fees Act if ask for rent payment before signing



The Independent Landlord™

## What comes later?

- **PRS Database:**
  - Register for landlords and properties
  - Expected to go fully live in 2027
- **PRS Landlord Ombudsman:**
  - Compulsory redress scheme for landlords
  - Probably 2028
- **Awaab's Law:** Consultation due this year.
- **Decent Homes Standard:** Launch in 2035



The Independent Landlord™

A horizontal band of a red brick wall texture, featuring a pattern of reddish-brown bricks with light-colored mortar joints. The band is centered vertically on the page.

**What must we do?**

# What landlords must do by 31 May 2026

- Must serve **Information Sheet** to all tenants named on tenancy agreement by 31 May 2026 (hard copy or PDF)
- **Student HMO landlords** will need to serve Ground 4A written statement by 31 May 2026 if intend to use it
- Any **oral tenancy agreements** need to be confirmed in writing by 31 May 2026
- **Civil penalties** if landlords don't do any of the above



The Independent Landlord<sup>TM</sup>

## What landlords **DON'T** need to do

- No requirement to issue new Assured Periodic Tenancy agreement – the Information Sheet is all that's needed
- Be aware landlords will lose the benefits of being an “existing tenancy” if new APT is issued after 1 May 2026
- Don't “renew” the AST if the fixed term expires between now and 1 May 2026, as it will reset the clocks



The Independent Landlord<sup>TM</sup>



How to succeed

# Succeeding under the Renters' Rights Act

- Attract and keep happy tenants with a quality service
- We run a business – it's not passive income
- Take a professional approach
- We need to take ownership, even if we delegate to agents
- Landlords can still self-manage, if they learn the new rules
- Get used to change and uncertainty
- Don't doom-scroll: get information from reliable sources



The Independent Landlord™

A horizontal band of a red brick wall texture, featuring a pattern of reddish-brown bricks with light-colored mortar joints. The word "Resources" is centered in white text across this band.

# Resources

## Resources to help you

- Sign up for my **free weekly newsletter**
- **The Good Landlord Handbook**
- My free Renters' Rights training on YouTube
- My entire website is free
- Join **The Independent Landlord Hub** for more support



[theindependentlandlord.com/HN](https://theindependentlandlord.com/HN)

Any questions?



# Wrap up

# Changing Lettings For Good



+44 (0) 20 8051 9546

[contact@hello-neighbour.com](mailto:contact@hello-neighbour.com)

[hello-neighbour.com](http://hello-neighbour.com)

**Hello**NEIGHBOUR