

MURRAYS

SALES & LETTINGS

2025 Renters' Rights Act - Landlord Guide

The Renters' Rights Act is a piece of legislation being phased in from May 2026 aimed to improve security and stability for renters as well as simplify the current legislation for landlords. A large subject of this legislation is aimed at tackling 'unscrupulous' landlords, so won't affect you, but we feel it's important that all of our landlords are aware of what's changing. Much of the Renters' Rights Act is still in its draft phase meaning the details of how these changes and objectives will be achieved may only become more definite when the legislation is brought in. We will keep you updated on any important changes in the bill that are relevant to you or us.

Key changes:

Section 21 'No fault' evictions are to be abolished. Mandatory or discretionary grounds for possession must be met, as described below:

Where a tenant is at fault, landlords can give notice using the relevant grounds at any point in the tenancy. This includes where a tenant commits antisocial behaviour, is damaging the property, or falls into significant arrears. Where the landlord wishes to end a tenancy for the purpose of moving in or selling, they are prevented from doing so during the first 12 months of the tenancy. Landlords additionally are not allowed to re-let within 12 months of using these grounds for eviction to prevent abuse.

The table of grounds for possession can be found at the end of this document. More information here: [Guide to the Renters' Rights Act – GOV.UK](#)

Fixed-term contracts are to be replaced by rolling periodic tenancies. This is intended to reduce the danger to tenants of entrapment in subpar properties by long fixed-term contracts. From 1st May 2026 all existing tenancies will become periodic tenancies.

Rent increases are to be limited to once every 12 months. Increases should be reasonable and not above market rent. 'Market rent' should reflect the price that would be achieved if the property was newly advertised to let and this change should be made by serving a 'section 13' notice, giving at least 2 months. This is to prevent landlords using rent increases as a backdoor means of eviction through pricing their tenants out.

Rental bidding is to be prohibited. As agents we will be required to publish an asking rent, and we will be prohibited from asking for, encouraging, or accepting any bids above this price.

Landlords are to be prevented from unreasonably refusing pet requests. The Renters' Rights Act will ensure landlords do not unreasonably withhold consent when a tenant requests to have a pet in their home, with the tenant able to challenge unfair decisions. Guidance for landlords and tenants will be published by the government before the new rules come into effect but is currently unavailable. Landlords reserve the right to claim for damages caused by pets using the deposit, and in instances where damages exceed the held deposit, landlords can take offending parties to court to recoup additional funds.

Tightened anti-discrimination rules. Rules are to be implemented preventing the discrimination of prospective tenants based on receiving benefits or having children. These will extend to both overt and indirect attempts to discriminate and comes on top of anti-discrimination rules that are already in place. In the event that a property is demonstrably unsuitable for young children, landlords and agents are expected to consider applicants on their individual circumstances.

Awaab's Law to be extended to private rental sector. Awaab's Law sets out clear and strict time frames for landlords to investigate and fix serious health and safety hazards such as damp and mould. It currently only applies to social housing with plans to extend it to the private sector as a part of the Renters' Rights Act. Clear time frames for private sector housing will be made available to you at the earliest possibility.

A Decent Homes Standard is to be introduced. This will establish minimum quality requirements for rental properties, ensuring homes are safe, in good repair, have modern facilities and are energy efficient. The bill assumes most UK homes are already up to standard, so most landlords won't need to change much if anything. We will provide more information on the details of this when they are available to us.

The Private Rented Sector Database will be introduced. All landlords will be required to register themselves and their properties on the database. There will be a "proportionate and good value" fee upon registration aimed at funding the database. It is not yet known what information will be available to the public, but the aim of the database is to improve tenants' abilities to make informed decisions in the rental market. We will let you know when more information on this becomes available.

Overleaf is the table of grounds for eviction along with the relevant notice periods. If you have any questions or concerns regarding this or any other part of the Renters' Rights Act and its impact on your property(ies) please don't hesitate to contact us either by phone - 01453 755552 or email our lettings manager, Sarah, at sarah@murraysestateagents.co.uk.

Many thanks,

The Murrays Lettings team

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Table 1: Grounds for possession

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
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

Ground		Summary	Notice period
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
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 Accomodation	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

Ground		Summary	Notice period
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
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