



Renters' Rights Act: 3 deadlines and 3 areas to watch

- The key provisions of the Renters' Rights Act will come into force from 1 May 2026
- Landlords should be aware of the deadlines for:
 - (i) serving s.21 notices
 - (ii) giving notice to sitting tenants that the landlord intends to rely on new ground 4A; and
 - (iii) serving prescribed information about the legal changes and (for oral tenancies) providing a written statement of terms.

Much has been, and will be, said about the Renters' Rights Act 2026 ("RRA"), which will significantly redraw the legal landscape for residential tenancies with effect from 1 May 2026. Now that we have both the final text of the Act and the announced implementation timetable, landlords and letting agents will be considering how to prepare for the incoming changes and practitioners will be looking ahead at what to expect.

Of the various aspects of the new regime that landlords will need to familiarise themselves with, three particular deadlines are worth highlighting:

- (1) There are only a few months left for landlords that wish to rely on the s.21 'no-fault' eviction procedure to do so. On the government's timetable, any s.21 notice would need to be served before 1 May, with proceedings started by 31 July. Landlords that are intending to take back possession in the foreseeable future will want to be looking carefully at the new grounds and deciding whether they will have a suitable means of recovering possession under the new scheme, or if they should be serving a s.21 notice now.
- (2) The Act introduces a new possession ground 4A for HMOs let to students, which is intended to allow the landlord to retake possession at the end of the academic year. There is a general requirement that the landlord give a written statement to the tenant of its intention to rely on this ground before the tenancy is entered into. For existing tenancies, however, there is a one-month grace period after 1 May for landlords to give that written notice (RRA, Sched 6, para 13(1)). Affected landlords will need to ensure that they don't miss that window if they wish to be able to rely on this ground.
- (3) Landlords of existing tenancies that continue beyond the commencement date of 1 May will be required to provide prescribed information about the changes made by the Act within one month of commencement. For any tenancies that aren't in writing, the landlord will also need to provide a written statement of terms in the same period. (RRA, Sched 6, para 7(2) and (4)).



Of the various changes that practitioners can expect to see generating litigation, three of the most significant are:

- (1) The sweeping changes to the grounds for possession will affect all rental residential possession claims going forwards. Significant focus is likely to be placed on ground 4A (mentioned above), as well as the widely publicised grounds for where a landlord wants to sell the property (ground 1A) or intends that either they or one of their family members will move into it (ground 1). Advisers will want to keep a keen eye out for any guidance from the courts as to the evidence they expect to see and any traps that might exist for landlords, albeit that much of this is likely to be found in unreported County Court decisions.
- (2) The Act introduces several new criminal offences and two are particularly worth noting. The first is that a landlord relying on grounds 1 or 1A (sale or own occupation) will be prohibited from re-letting the property, or marketing it for letting, within a restricted period of at least 12 months, and will commit an offence if they do so. The second applies where a landlord relies on a ground for possession, knowing that they would not be able to obtain a possession order on that ground or being reckless as to whether they could do so, and the tenant leaves without a possession order (s.15, RRA). Commission of either offence enables a tenant to seek a rent repayment order in the First-tier Tribunal (s.98, RRA), as they already can, for example, for breach of HMO licensing rules. It will be interesting to see how frequently this sort of claim ends up being brought.
- (3) The primary method for increasing rent will become the notice procedure under s.13 of the Housing Act 1988, which already exists but is rarely used and is being modified. Tenants who believe they are being asked to pay above the open market rent can bring a challenge in the First-tier Tribunal. Tenants are also able to challenge the initially agreed rent provided they do so within 6 months of the tenancy starting (ss.6-7, RRA).

So, plenty for landlords and practitioners to be thinking about as we try to phase out our use of the term 'AST'...

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