

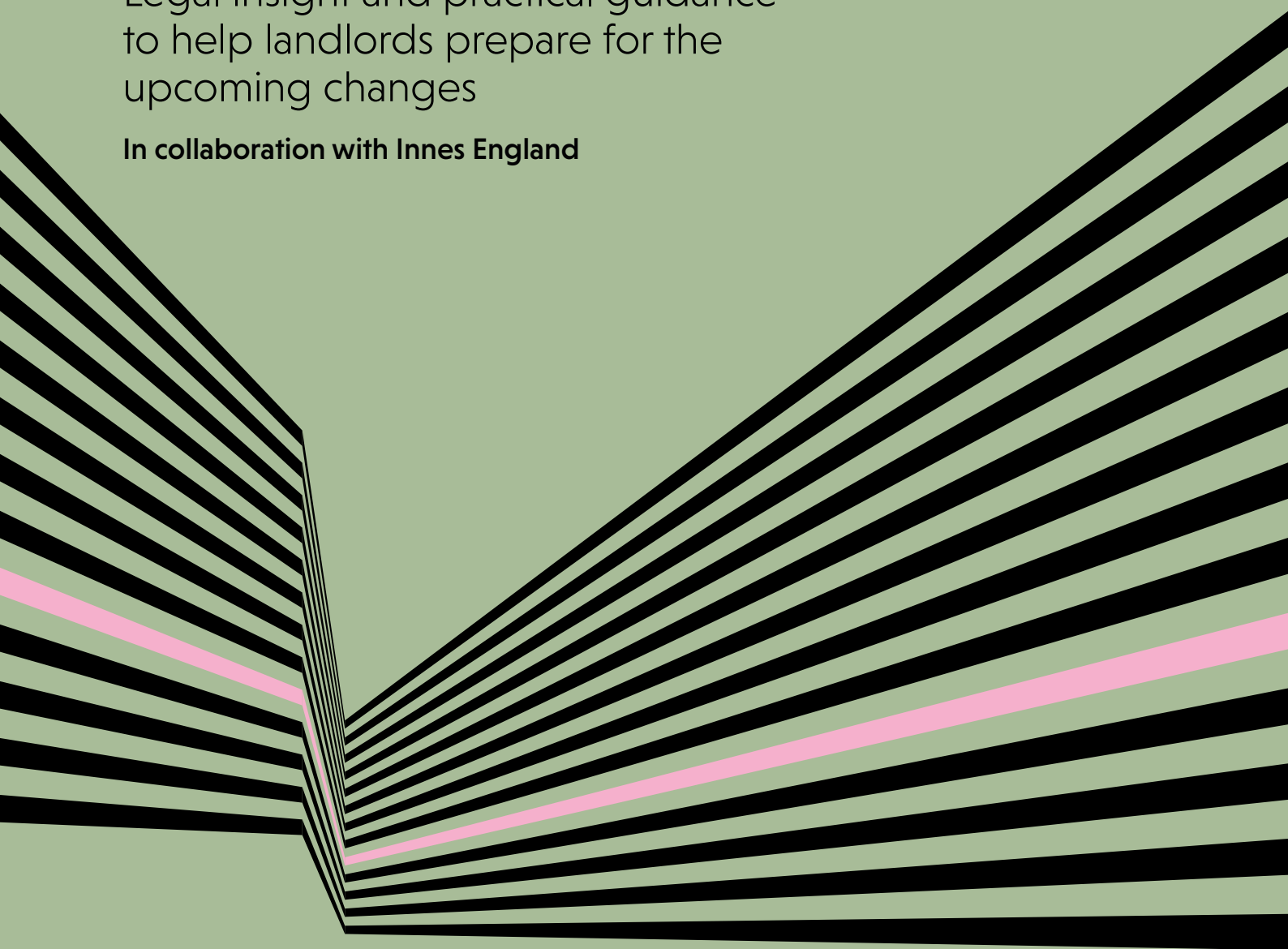


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A landlord's guide to the Renters' Rights Act

Legal insight and practical guidance
to help landlords prepare for the
upcoming changes

In collaboration with Innes England



Combining legal expertise with property asset management insight



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MAKE A GREAT DECISION

In this guide to the Renters' Rights Act, Lodders' Property Dispute Resolution team provides legal insight into the upcoming changes applying from 1 May 2026 and how they will impact landlords.

Working in collaboration with Innes England, this guide also explores the practical implications for landlords and property asset managers, helping you understand what these changes mean in practice and how to prepare.

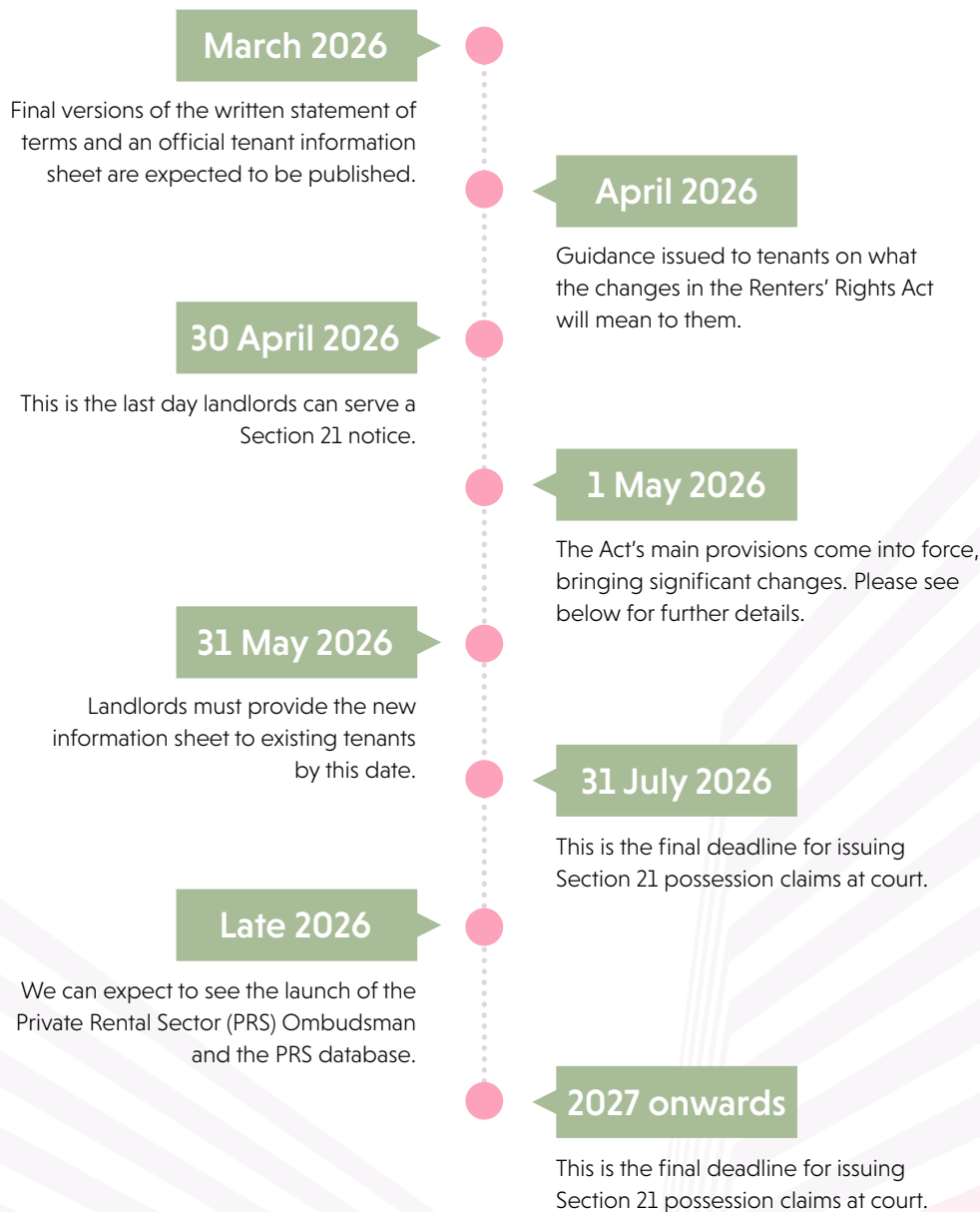
Since the **Renters' Rights Act** achieved Royal Assent, many residential landlords have expressed concerns that, without the availability of Section 21 notices, regaining possession of a property may become more complex, time-consuming and costly.

This guide aims to address those concerns by providing both legal insight and practical property guidance, helping landlords navigate the changes being introduced and understand how they may impact the day-to-day management of their portfolios.



Renters' Rights Act timeline: an overview

Here is a brief timeline of upcoming dates that landlords should be aware of:



With a number of key deadlines leading up to implementation, landlords should begin preparing now.

From a property asset management perspective, this is an opportunity to review existing tenancies, strengthen processes and ensure portfolios are aligned with the new requirements ahead of 1 May 2026.

If you have any immediate concerns about these deadlines, our team would be happy to provide further advice. You can also watch our webinar, where Lodders' Lauren Hutchinson, Katie Mann and Ellis Goodwin talk through these changes in more detail.

[Watch webinar](#)

Key changes coming into force from 1 May 2026

1. Eviction process: the abolition of Section 21 and ASTs

As mentioned above, one of the most significant and talked about changes under the Renters' Rights Act is the abolition of Section 21 notices. From 1 May 2026, landlords will no longer be able to rely on no-fault evictions under **Section 21 of the Housing Act 1988**, and Assured Shorthold Tenancies (ASTs) will be abolished entirely. All residential tenancies will instead operate as periodic tenancies from the outset.

Any Section 21 or old-style Section 8 notices served on or after 1 May 2026 will be invalid and cannot be used to support possession proceedings.

Crucially, these two notices are not yet redundant. Where a Section 21 notice is served before 1 May 2026, landlords may still rely on that notice to issue possession proceedings, provided this is done within six months of service or by 31 July 2026, whichever is sooner. Similarly, old-style Section 8 notices served before 1 May 2026 can still be relied upon for up to 12 months from service or until 31 July 2026, again whichever is sooner.

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What this means in practice

The removal of Section 21 and Assured Shorthold Tenancies represents a significant shift in how possession is managed.

From a property asset management perspective, this reduces flexibility and increases the importance of forward planning, particularly where future use or disposal of a property is being considered.

For landlords with sublet residential properties, consideration should also be given to any overriding commercial lease terms, including protected leases and statutory rights, and how these may impact the ability to regain possession.

Landlords should ensure that tenancy management, documentation and decision-making processes are robust, as these will be critical in supporting any future possession claims.

2. Section 8 as the universal possession route

From 1 May 2026, all residential possession claims will begin with a **new style of Section 8 notice**. The Renters' Rights Act significantly broadens the available grounds for possession, increasing them from 21 to 37. These grounds continue to fall into two categories; mandatory grounds, where the court must grant possession, for instance if the landlord wants to use the property as their main home, and discretionary grounds, where the court may grant possession based on specific circumstances, for instance because of the tenant's failure to look after the property. In general, landlords should expect notice periods to be longer than under the previous regime.

The court process itself will also change. Accelerated possession proceedings will no longer be available, and courts will not make possession orders on paper. All claims will require a hearing, and as a result, landlords should budget for higher litigation costs.

That said, where a possession order is granted, it will remain enforceable, including through the use of bailiffs. While courts will retain discretion to make suspended possession orders, possession should ultimately be recoverable where the relevant grounds are made out.



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What this means in practice

With Section 8 becoming the sole route to possession, landlords face longer timelines and higher litigation costs, making forward planning essential. Where possession underpins a sale or wider portfolio strategy, aligning legal process with market timing becomes critical.

3. Ground 1A and possession for sale

A new and important ground under the expanded Section 8 regime is Ground 1A. This allows landlords to recover possession where they intend to sell the property. Ground 1A is expected to become one of the most commonly relied upon grounds. It is mandatory, meaning the court must grant possession if the requirements are satisfied, but those requirements are strict.

Landlords must give a minimum of four months' notice and cannot rely on Ground 1A within the first 12 months of a periodic tenancy. In addition, the property must not be re-let for at least 12 months after the Section 8 notice is served.

The penalties for dishonest reliance on Ground 1A are not yet clear. Further guidance and case law are expected as the regime beds in. Please do **speak to our team** if this is an avenue you'd like to explore in the future – we can help you avoid any pitfalls.



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What this means in practice

Ground 1A offers a valuable route to secure possession for disposal, but its strict notice rules and re letting restrictions mean landlords, and their agents, will need to coordinate carefully to keep transactions moving smoothly

4. Rent increases and the Section 13 procedure

Under the new regime, rent review clauses contained in former ASTs will no longer apply. Instead, rent increases will only be permitted through the statutory Section 13 procedure. Landlords will be able to increase rent once every 12 months, provided they give at least two months' notice.

If a tenant disputes a proposed increase, they may refer the matter to the First-tier Tribunal. The Tribunal will determine the market rent for the property, but cannot set a rent higher than the amount proposed by the landlord. Any increase cannot be backdated, and the Tribunal has discretion to defer the increase for up to two months.

From a practical perspective, landlords should ensure that notices are served in accordance with provisions in the tenancy agreement and that clear records are kept. This includes evidence of when notices were served, any improvements made to the property, and the basis on which the proposed rent reflects market value.



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What this means in practice

The changes to rent increases reduce flexibility and require a more structured, evidence based approach to income management. Landlords must ensure rental levels are appropriately set and supported by clear justification, particularly where increases may be challenged.

5. Rental bidding and rent in advance

The Act also introduces restrictions aimed at addressing perceived unfairness in the rental market. From 1 May 2026, rental bidding will be banned. Properties must be advertised with a clear rental price, and landlords will not be permitted to accept offers above that advertised figure, even if a tenant volunteers a higher amount.

In addition, landlords will be prohibited from requesting more than one month's rent in advance. That single month's rent can only be requested once the tenancy agreement has been signed and before the tenancy begins.

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What this means in practice

Restrictions on rental bidding and rent in advance also mean pricing will need to be more consistent and transparent during the letting process.

6. Discrimination rules

From 1 May 2026, it will no longer be lawful to discriminate against families with children or tenants in receipt of benefits, and existing protections under the Equality Act 2010 will continue to apply. Property adverts must not exclude these groups, either expressly or indirectly.

If a head lease or mortgage terms restrict who you can let to these terms will no longer apply. For insurance policies, any restrictive terms will continue to apply but when the policy is renewed or expires, any terms restricting who you can let to will no longer be a lawful defence. Affordability checks, however, will still be allowed. Decisions must be based on individual circumstances and should be carefully documented to demonstrate that any refusal is justified on financial or suitability grounds, rather than for discriminatory reasons.

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What this means in practice

These changes require a more consistent and transparent approach to tenant assessment and handling requests, including pet related ones. Clear policies, evidence based decisions and reliable documentation will be essential for compliance and risk management.



7. Pets

The Renters' Rights Act also changes how landlords must handle requests for pets. Consent must not be unreasonably refused, and tenants must make their request in writing. Once a request is received, landlords must respond within 28 days. If further information is reasonably needed – for example, details about the size of the pet – this can be requested, but a decision must then be given within seven days of receiving that information.

There are situations where refusing a pet may be reasonable, such as allergies in a house the suitability of the property, or where a superior lease prohibits pets and consent has been sought and refused. Landlords cannot increase deposits, charge additional fees or raise the rent because a tenant has a pet. The deposit may, however, still be used to cover any damage caused by the pet at the end of the tenancy.

8. A new written statement of terms

On 19 January 2026, the government published draft wording for new written statements of terms. This provides landlords with an early indication of the information they will be required to give tenants before entering into new tenancy agreements from 1 May 2026.

According to the guidance, the written statement of terms must include:

- Landlord and tenant names
- Address of property
- Address for service for landlord
- Commencement date
- Rent amount, payment dates and rent increases
- Which utilities are included and who pays them
- Security deposit amounts
- Landlord and tenant termination rules
- Confirmation the property is fit for human habitation
- Repairs information
- Electrical and gas safety information
- Any disability adaptations
- Whether pets are permitted

Failure to provide this information is a breach of the Act. It could result in civil penalties of £4,000–£7,000, progressing up to £40,000 for repeated breaches.

Existing tenants do not need a new written statement if their agreement was signed before 1 May 2026, and there is already a written record of the terms.

9. Information sheet

In March 2026, the government will also publish an official information sheet explaining key changes under the Renters' Rights Act. Landlords must provide this to all named tenants (as a digital or hard copy) by 31 May 2026. Please note, if a tenancy was created verbally before 1 May 2026, landlords must instead provide written key terms, not the information sheet.

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What this means in practice

These changes will significantly increase the administrative burden on landlords, particularly those managing larger or more complex portfolios. To remain compliant, landlords and asset managers will need streamlined processes, consistent documentation standards and reliable record keeping systems. Strong operational discipline will be essential to minimise errors and demonstrate compliance if challenged.



10. Introduction of the PRS Ombudsman and PRS database

As part of the Renters' Rights Act reforms, the government is introducing two major compliance measures for the private rented sector: a mandatory Private Rental Sector (PRS) Ombudsman and a new PRS database. Together, these are designed to improve standards across the sector, and all residential landlords will be affected.

The PRS Landlord Ombudsman

The PRS Landlord Ombudsman will operate as a mandatory redress scheme for all residential landlords, including those who use managing agents. Tenants will be able to use the service free of charge, and any complaints will be reviewed independently.

The Ombudsman will have wide-ranging powers. Decisions it makes could include requiring landlords to issue apologies, provide information, carry out works at the property, or pay compensation to tenants.

Landlords will need to register by a specified date, yet to be confirmed, and pay a fee for each property. Compliance will be enforced by local councils, with civil penalties again expected to range from £7,000 up to £40,000 for repeated breaches. Regulations also require landlords to join the scheme before marketing a property and to remain a member for a set period, even after they stop letting residential property.

The PRS database

Alongside the Ombudsman, a new PRS database will be introduced to provide greater transparency for tenants and regulators. The database will record:

- All residential landlords
- All rented dwellings
- Details of any landlords subject to banning orders or enforcement action

Each landlord and each property will need to have an active entry for the entire duration of a tenancy. Failure to keep entries active and up to date could have serious consequences. This includes preventing a court from granting a possession order, except on grounds 7A and 14, so it is very important to keep your information up to date.

Documents that were previously required when serving a Section 21 notice will instead sit on the database. Landlords will be able to correct non-compliance, ensuring they are not permanently barred from regaining possession of their property.

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What this means in practice

The introduction of the PRS Ombudsman and national landlord database marks a shift towards continuous oversight and greater accountability.

For asset managers, compliance is no longer a periodic task but an ongoing operational requirement that must be actively maintained across an entire portfolio.

Landlords will need reliable systems, clear processes and strong record keeping to keep information up to date, manage risk and respond quickly to issues particularly where non compliance could jeopardise the ability to regain possession.

Disclaimer

This document is provided for general information purposes only and does not constitute legal or professional advice. It includes legal insight provided by Ladders Solicitors.

While care has been taken to ensure the information is accurate at the time of publication, no representation or warranty is given as to its completeness or accuracy.

Specific advice should be sought in relation to individual circumstances. Legal advice should be obtained from a qualified solicitor. Innes England accepts no liability for any loss arising from reliance on this information.

Next steps

Compliance with the Renters' Rights Act will be enforced by local authorities. They will have the power to issue significant civil penalties. Tenants will also be able to raise complaints through local authorities and, once operational, the new PRS Ombudsman.

Given the scale of change, we strongly advise landlords to keep clear records of all decisions, notices and communications. As the Act is implemented, further guidance and case law will emerge. This will provide greater clarity on how the new rules will operate in practice. Landlords should keep developments under review and seek advice where uncertainty arises.

Need advice?

Lodders' specialist property dispute resolution solicitors are helping landlords for both existing and prospective tenancies, and ensuring possession can be regained in the future if necessary. **Find out how we can support you.**

Alongside this, Innes England provides support to landlords on the practical and asset management implications of the Renters' Rights Act.

Contact us

For help or advice please speak to your usual Lodders contact, or one of our property dispute resolution specialists below:



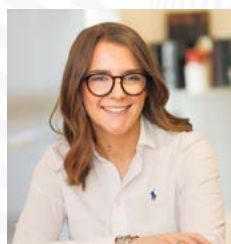
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