

Renters' Rights Act

05 January 2026

The introduction of the Renters' Rights Act on 01 May 2026 sees the biggest shake-up to the private rental sector (PRS) in England for almost 40 years. It aims to modernise and balance the sector giving greater security to tenants, and in turn provide landlords with reliable, long-term occupancy of their property investment. These changes will apply to both new and existing (AST) tenancies.

Outside of enhanced local council enforcement measures which came into effect late December 2025 (a concern only for rogue landlords and agents operating outside of rental laws), below provides a road map of the key primary changes to expect and when.

PHASE ONE (01 May 2026)

- Removal of Section 21 notices and fixed term tenancies
- Introduction of strengthened Section 8 notice grounds / enhanced repossession rights for landlords
- Changes to notice periods
- Annual rent reviews via Section 13 notices
- All advance rent payments capped at one month
- Rental bidding no longer permitted
- Enhanced Anti-Discrimination provisions
- New pet related rights

PHASE TWO (late 2026)

- Launch of PRS database and PRS Ombudsman

PHASE THREE (TBC)

- Minimum EPC of C or above required by 2030 (unless exempt)
- Introduction of Decent Homes Standard
- Introduction of Awaab's Law

JLL is already taking steps to prepare for these upcoming changes and has successfully guided thousands of clients through previous legislative changes. We will work with you to ensure that your individual needs continue to be met and address any queries you may have ahead of these changes. See below FAQs.

Q. WILL IT AFFECT ALL RENTAL PROPERTIES?

It will affect all Assured Shorthold Tenancies (AST), so the vast majority yes. If you are a landlord, receiving under £100k a year and your tenant is not a company, you will likely fall into this bracket.

Q. WHAT ABOUT THE TENANCY TERMS ALREADY IN PLACE AND AGREED WITH MY TENANT?

From 1st May 2026, all Assured Shorthold Tenancies (ASTs) will fall into the new legal framework. Therefore, if your tenant did not have a break clause, then they can still vacate at any point by giving 2 months' notice. Equally, if there was a fixed rental increase at a set point, you will no longer be able to enforce that rental increase. You will only be able to increase the rent every 12 months, using a section 13 notice.

Q. SO I CAN ONLY INCREASE THE RENT ONCE PER YEAR?

Yes, using a Section 13 notice and providing two months' notice to Tenants. The rent review can take place on the anniversary of the tenancy commencement date. If the tenant does not respond until after the Section 13 notice has expired, then the rent increase will become binding. However, tenants can challenge the increase via the First-Tier Tribunal Service (FTT) if they feel it exceeds market value.

The FTT may rule the same amount (or lower) but will not rule any higher than the initial rent offered.

The rent change would then take effect from the date of the ruling (or a following date set by the FTT, typically the next due date) and will **not** be backdated to the Section 13 expiry date. How long rulings will take is unclear at this time.

Fair market-linked increases will reduce challenges from tenants, but it remains essential that your agent is equipped to provide supporting evidence and guidance throughout this new rent review process.

Q. HOW LONG CAN MY TENANT(S) STAY IN MY PROPERTY?

Leases will no longer have a fixed end date and will roll over indefinitely, until a valid notice is served by landlord or a tenant. Tenants will have a minimum twelve month protected period.

Q. WHAT HAPPENS IF I NEED MY PROPERTY BACK?

With Section 21 notices being abolished, repossession will be exclusively by enhanced Section 8 notice framework. Landlords needing to sell or move themselves or immediate family into a property, can do so giving four months' notice. Landlords can continue to serve notice where a tenant is found to be in breach of contract. A list of all S8 notice grounds can be [viewed here](#).

Q. WHAT IF THE TENANT DOESN'T LEAVE AFTER A SECTION 8 NOTICE HAS BEEN ISSUED AND THE NOTICE PERIOD EXPIRED?

If you serve notice in line with the enhanced Section 8 framework and the tenant fails to leave, then landlords will need to obtain a possession order through the courts. We envisage this being a similar process to when tenants fail(ed) to vacate under the previous Section 21 notice.

Q. WHAT HAPPENS IF MY TENANT WANTS TO LEAVE?

Tenants will be able to give landlords two months' notice at any point once they have moved in. For tenancies that commenced before 1st May 2026, any break clauses that may have been previously agreed will become irrelevant and cannot be enforced.

While not ideal, the cost, time, and effort of moving home means few tenants would have any interest relocating, moving only when circumstances require, so landlords should not be too concerned here.

Q. CAN I STILL CHARGE RENTAL PAYMENTS IN ADVANCE?

No. All advance rental payments will be capped at one monthly regardless of tenant status. JLL's due diligence and processes ensure 97% of all JLL client rental monies are received within three working days of due date and 99.8% paid within 30 days of any due date.

Tenant arrears of three months will enable landlords to serve four weeks' notice.

Q. WHAT ABOUT STUDENTS AND OVERSEAS TENANTS?

The same applies. Despite it being widely accepted that the student market is higher risk, landlords are still not able to demand that the rent is paid in advance.

We advise landlords to consider rent protection insurance policies or guarantors to offset any risk and can guide and assist you here to ensure your peace of mind and confidence in your tenancy.

Q. WHAT DO YOU MEAN WHEN YOU SAY RENTAL BIDDING WILL BE PROHIBITED?

When marketing, landlords will no longer be able to accept a rental offer or bid that exceeds the advertised property price. Only offers up to the asking price can be accepted.

Landlords can adjust the advertised price whilst marketing, although we would strongly advise against considering upwards price adjustments after an offer has been received.

Q. I HEARD THAT LANDLORDS CANNOT REFUSE PETS?

Landlords can no longer refuse pets without good reason. For example, a landlord's superior lease or mortgage terms prohibiting pets might be considered good reason to decline such requests. Landlords must cover the cost of any pet insurance should they require it and cannot pass this on to their tenants.

Q. ARE THERE PENALTIES OR FINES FOR NON-COMPLIANCE?

Yes, and they are severe. Landlords can expect a fine of up to £7,000 for first time offences and £40,000 for more serious and repeat non-compliance.

Q. AM I RIGHT IN THINKING THAT EPC RULES ARE CHANGING TOO?

Unfortunately so, but we are not anticipating the changes until 2030. However, when the rules do change, the expectation is that landlords will need a rating of C in order to rent out their property.