

# Renters' Rights Bill

**On 1 May 2026 three key areas for residential landlords will change: rent, length of occupation, and increased regulation. Strutt & Parker can advise you ahead of these changes and support you with the transition to the new law.**

## Rent

### SETTING RENTS

- **New Lettings:** Landlords must advertise new lettings at a fixed rent. Landlords and their agents cannot accept rent above this fixed amount (but can accept a lower rent).
- **Rent Review:** Rent reviews will be controlled under the Housing Act 1988 section 13 process whereby the landlord gives 2 months notice of the new rent which cannot be above open market rent. This means rent may go down if the market rent is below the passing rent. Contractual rent reviews will be banned.

Rent reviews can only be carried out once in every 12 month period. The 12 month period begins on the date of determination of the previous rent (and so if the rent was determined by the court, it cannot be increased again until 12 months after this date of determination).

**Strutt & Parker has the market intelligence to advise you on the appropriate rent for your property throughout the letting.**

### CHALLENGING RENTS

- **New Lettings:** If the tenant considers that the initial contractual rent is above market rent, they can challenge this rent at the First Tier Tribunal (FTT) within the first 6 months of the tenancy.
- **Rent Review:** If the tenant considers the landlord's proposed rent at rent review is above market rent they can challenge this proposal within the 2 month notice period.

The FTT has the power to revise the starting rent and any rent review proposal to the lower of (i) market rent and (ii) the starting contractual rent/proposed rent (as applicable).



The FTT will not revise the rent upwards if it determines the market rent is above the starting rent or proposed rent – and indeed can reduce the rent below passing rent if they consider market rent to be lower. Open market rent means a rent on the terms of the lease (i.e. not a fixed term) beginning on the date of tenant application against the initial rent or the s.13 notice. This methodology is similar to existing rent reviews but it remains to be seen how a tribunal may price the new assured tenancy lease terms.

A court determined rent will be payable from the date determined by the FTT.

- In determining the starting rent, the FTT can set the payment date from the date of the tenant's application: i.e. the court can back-date the period of the new rent .
- In determining a rent review, the FTT can set a payment date following the date of determination: i.e. the tenant would pay the previous passing rent from the rent review date to a date on or following the FTT determination.

**Rent levels must be carefully considered and Strutt & Parker can assist you to justify any set rent, with comparables and other data to evidence market rent.**



## RENT PAYMENTS

Landlords can only collect one month's rent in advance. Other rent payments periods, such as quarterly or yearly rent payments, will not be permitted from 1 May 2026. The two exceptions are:

- Where there is a pre-May 2026 tenancy where rent periods are over one month. The term of such agreements will match the existing rent period. After expiry of this period the term and rent period will be capped at one month.
- Landlords can collect the first rent after the lease is signed but before the term has begun.

**Strutt & Parker can advise on tenant referencing and security, and can assist with rent collection throughout occupation.**

## Length of Occupation

**Fixed Terms banned:** The tenancy term will match the rent payment frequency and both will be a maximum period of one month. All existing tenancies will automatically convert to monthly periodic tenancies on commencement of the Bill (with the limited exception of pre-May tenancies with rental periods over one month. These will become monthly periodic on expiry of this grandfathered rental period)

**Strutt & Parker can assist you with our updated tenancy documents which will accommodate the upcoming legal changes.**

## TERMINATIONS

**Tenant termination:** Tenants will have a day 1 rolling right to quit on 2 months' notice without cause.

### Landlord terminations:

- Landlords will no longer be able to terminate the tenant's occupation without cause. Section 21 of the Housing Act 1988 will be abolished and landlords will not be able to serve section 21 notices after 1 May 2026.
- Landlords can only terminate a tenancy through the specified grounds set out in the Housing Act, and only then with a court order. Each ground has a different notice period and evidential burden and the Act has updated many of these grounds for possession. These updates include granting a landlord possession for:
  - rent arrears of 13 weeks/3 months (increased from 8 weeks/2 months) which must be both at the date of notice and the court date;
  - a landlord occupying for themselves or their family, or selling the property
  - in each case on condition that the tenant has been in occupation for at least a year at expiry of the notice ; or
  - the property was let as a result of the tenant's employment with the landlord and the employment has come to an end.
- Once a tenant is in occupation only the tenant can end the tenancy, unless one of the specified grounds exists.
- Note that certain applications for possession will prevent any assured letting for 12 months after the claim form is filed with the court.

**Strutt & Parker can advise you on the full list of specified grounds. Landlord possession claims will have to be granted by a court and landlords will need to prove that the relevant specified ground exists. We can guide you through the possession process and can introduce you to a specialist legal advisor who can prepare the necessary documents to regain occupation.**

## SECURITY

- Rent deposits will remain capped at 5 weeks' rent, and it will no longer be possible to collect more than one month's rent in advance.
- Guarantors will be unaffected, save that their guarantee will be limited to a one month rolling term. Landlord costs for obtaining a guarantor remain banned by the Tenant Fees Act.
- Referencing will be crucial to determine tenant credibility.

**Strutt & Parker will continue to provide tenant referencing and can advise on the appropriate tenant security for your letting.**

# Increased Regulation

## PETS

Tenants will have the right to request pets. Landlords must not unreasonably withhold consent to such a request.

## NEW DOCUMENTS

Under the new law landlords must issue a statement of terms before the start of all new tenancies.

For existing written tenancies, landlords must serve a government information sheet setting out the new laws. This must be served on existing tenants by 31 May 2026.

New tenancy documents will need to be issued for all tenancies after 1 May 2026.

## ANTI DISCRIMINATION

Landlords will not be able to refuse viewings, enquiries, information or entering into tenancy on the basis that such persons have children or are on benefits. This is not applicable if such conduct is a proportionate means of achieving a legitimate aim. Children and/or benefits may be a factor in determining this letting conduct, but it should not be a prejudicial factor against the tenant.

**Strutt & Parker can assist with a comprehensive suite of documents and managing your new compliance obligations.**



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