

Guide to Renters' Rights



David Smith,
Partner of law firm
Spector Constant & Williams

 [Connect with LinkedIn](#)



Theresa Wallace,
Compliance Director at
Savills estate agents

 [Connect with LinkedIn](#)

Part one: Decoding the legislation & preparing your teams

Marketing & Rent Bidding

- All adverts must include a specific rental sum; if there is no advert, a written offer must specify the rental amount.
- Tenants can bid up to, but not over, the advertised rent; no offers above the advertised value can be accepted.
- Care should be taken in accepting very high bids as tenants can request rent reductions within the first 6 months of tenancy if rent appears above market rate.

Database & Redress

- Landlords must join the PRS Database and Redress Scheme before marketing the property.
- Adverts must include both the landlord and property database identification numbers.

Pets

- Ads can say “unavailable for pets”, however, due to the Equality Act they must allow service animals for disabled tenants.
- Landlords cannot unreasonably refuse a tenant’s request to keep a pet once the tenancy has begun.
- The new Act will not include mandatory pet insurance. The Lords also suggested allowing landlords to charge a higher deposit (3 weeks) for tenants with pets, but this proposal was rejected as well.

Discrimination

Landlords cannot refuse tenants due to them having children or receiving state benefits. Refusal is only allowed if:

- An existing (pre-RRA, non-renewed) insurance policy forbids it.
- It’s needed for a fair reason, e.g. to prevent overcrowding.
- The tenant’s income is too low to cover rent.
- Any other ban in an insurance, mortgage, or lease policy is invalid.

Tenancy Start

- Landlords must give tenants a written statement outlining the tenancy terms in the form specific by the government.
- When the RRA is implemented, existing tenants need to be given a government provided notice of what is changing within one month. But their tenancy agreements will not need to be replaced.
- Landlords can only take a deposit (not rental payments) in advance of the agreement being signed and executed.

Remember:

All tenancies are assured periodic from the start meaning they are indefinite until valid notice. Fixed terms, break clauses, and notices to quit are banned. Existing tenancies will be automatically transferred to periodic once their fixed term ends.



Rent

- Rent periods can only be monthly or less; in the first month only one month's rent in advance can be accepted. In subsequent months tenants can voluntarily pay more but cannot be forced to do so.
- Tenancies that pre-date the RRA can still rely on rent in advance clauses.
- Rent can only be increased annually using section 13, giving at least 2 months' notice. Any other rent increase clauses/agreements will become invalid.
- After a section 13 notice, the landlord and tenant can mutually settle on a lower amount via a written agreement. If not, the rent rises automatically unless the tenant challenges it at a First-Tier Tribunal (FTT)- which is free to do.
- The FTT sets rent based on similar properties. Increases apply from the next rent due date after the decision, with an extra 2-month delay possible if tenants are deemed to be facing hardship.

Decent Homes Standard

- The Decent Homes Standard is added to the Housing Health and Safety Rating System (HHSRS) meaning local authorities can immediately issue fines for serious failings.
- Awaab's Law will be added to the private rental sector requiring landlords to investigate damp and other serious hazards promptly. If landlords fail to fix serious issues within set deadlines, tenants can claim compensation in addition to any damages for disrepair.

Pets (after tenancy starts)

- Pet requests must be answered in 28 days, they cannot be unreasonably refused. A superior landlord prohibiting pets and refusing to give permission is deemed a reasonable basis for the landlord to refuse.

Termination

- Tenants: 2 months' notice ending on rent day; one joint tenant's notice ends tenancy for all.
- Landlords: only via section 8 notice on valid grounds; different grounds have different corresponding notice periods. Defective or unfounded notices are an offence.
- Access the summary of repossession grounds with their notice periods [here](#).

Enforcement

- Local authorities are obliged to enforce new offences and penalties under the RRA. Any offence under the RRA can be dealt with by way of a civil penalty. Most penalties are £7,000 for a first offence, rising to £40,000 for repeat offending.
- Tenants may apply to the FTT for a Rent Repayment Order of up to 24 months of rent.

Remember:

Redress schemes can deal with tenant complaints and have the power to order damage payments to tenants. They can also expel landlords from the scheme if there are serious breaches.



Training is critical:

- Stay up to date by using webinars, training courses, government updates, letting bulletins, and LinkedIn as new guidance becomes available. You can view and sign up to upcoming Rightmove webinars [here](#).

Landlord FAQ

How will the ombudsman impact me?

- Every landlord will have to register with the Ombudsman scheme once it is up and running. This registration must be done prior to marketing a property for let.

PRS Database & Registration: what are my responsibilities?

- Every landlord will also have to register themselves and their rental property/properties prior to marketing them for let.

Will my tenants be informed about the changes?

- The Government through the PRS team in MHCLG are launching a campaign to raise awareness of the RRB.
- Agents will have to send every tenanted property a Statement of Terms which the Government should produce.
- When marketing properties, agents should inform landlords about any changes that may affect them.

What is The Decent Homes Standard?

- It is a minimum standard for let property originally for social housing and being extended to the PRS.
- It will require a property to be in a reasonable state of repair, have reasonably modern facilities and services.
- Provide a reasonable degree of thermal comfort.
- Be free from serious health and safety hazards, as defined by the Housing Health and Safety Rating System (HHSRS).

Remember:

Effective communication with landlords is essential during this transition. Be ready to address their questions and provide informed guidance throughout the process.



Let's look at some examples...

Butterfly Estate Agents

MODERN 2-BEDROOM CITY APARTMENT
£1,200PCM. Due to high demand, priority will be given to applicants able to offer above the guide rent.

TO FIND OUT MORE... [GET IN TOUCH TODAY](#)

This is not compliant- bidding above the marketed asking price is forbidden.

Spacious 3-bedroom semi with garden, £950 PCM
Perfect for young professionals who want a quiet space without the noise of children

Butterfly Estate Agents

[FIND OUT MORE](#)

This is not compliant- it is implying children are not welcome at the property.

Butterfly Estate Agents

CHARMING 1-BED FLAT, £700 PCM
All applicants considered, subject to standard referencing and affordability checks

TO FIND OUT MORE... [GET IN TOUCH TODAY](#)

This is compliant- but it would not be considered best practice, as the wording makes the advert appear unwelcoming to prospective tenants.

Butterfly Estate Agents

4-BED WITH GARAGE, £1,850PCM
Due to landlord's mortgage conditions, only employed tenants accepted

[GET IN TOUCH TODAY >>](#)

This is not compliant- it is openly discriminating against the unemployed and people in receipt of benefits.

DOUBLE ROOM IN SHARED HOUSE
£600 PCM including bills. Female tenants only

CLICK HERE TO GET IN TOUCH

Butterfly Estate Agents

This is not compliant- it is discriminating based on gender.

Butterfly Estate Agents

Modern 2-bedroom apartment
£1,100 PCM | Pets considered on a case-by-case basis

TO FIND OUT MORE... [GET IN TOUCH TODAY >>](#)

This is compliant- the wording is inclusive and reasonable considering this is an apartment i.e. a larger pet may not be suitable

Remember: Real life examples are a powerful tool to test your knowledge and upskill colleagues.



77%

able to successfully identify at least 1 of the proposed changes

1 in 2

aware changes will make it easier to rent with pets

63%

of tenants whose property is LL managed prefer dealing with the LL directly

*Statistics based on Rightmove Living Room research in Aug 2025, conducted with 286 UK renters

Tenants are increasingly well-informed:

- In August 2025 Rightmove asked 286 UK renters about rental law. Many were aware of the incoming rental law changes with the most remembered element being the change to when and how landlords can ask tenants to leave.
- The research shows tenants want clarity and fairness. They trust rent increases less from letting agents or property managers than from landlords—only 19% of tenants in agent-managed homes trust rent rises, compared to 31% in landlord-managed properties.
- The Renters' Rights Act offers agents an opportunity to improve this trust by having open conversations with tenants and outlining how they set fair market rents using comparable properties.

Tenant FAQ

How often can my landlord increase the rent? And can I refuse?

- Rent can be reviewed annually. Landlords must give a Section 13 notice at least 2 months before any increase. You can request evidence, negotiate if it feels unfair, and if unresolved, challenge it at the First-tier Tribunal.

What does the abolishment of Section 21 (no-fault evictions) mean for me as a tenant?

- You now have more security with a 12-month protected period, and landlords can only serve notice using valid possession grounds.

Does this mean the landlord now has to let me get the pet I've wanted?

- It means the landlord must seriously consider your request. However, they do have the right to refuse for valid reasons such as there being no outdoor space or if the head lease does not allow pets at the property. Requests must be reasonable.

Is there a new way to raise complaints, instead of going to court?

- Once the landlord Ombudsman Scheme is launched, you'll be able to raise disputes against your landlord this way.
- If you have a complaint against your letting agent this is still managed like it has been previously, you will refer this complaint to the agents Redress Scheme.

Remember:

Clear and open communication will strengthen the relationship between tenant and agent. By answering questions honestly and providing guidance, agents can build trust and enhance their reputation during this period of change.



 **hub**



Join us on our next Renters' Rights webinar

We'd love you to join us!



REGISTER NOW 

**WEDNESDAY 24th
SEPTEMBER**

**Closing the deal: leveraging Renters
Rights to secure full management**