

**CHANGES TO THE RENTERS'  
RIGHTS ACT IN MAY 2026:  
QUICK GUIDE FOR LANDLORDS  
(ENGLAND AND WALES)**



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# CHANGES TO TENANCIES - INFORMATION SHEET FOR TENANTS

- Most assured shorthold tenancies (ASTs) will automatically become assured periodic (rolling) tenancies
- All new tenancies from 1 May 2026 will be open-ended (no fixed end date)
- Tenancies will run weekly or monthly, depending on what is agreed by both the landlord and the tenant

## Key requirements:

- No need to replace existing written agreements
- If no written agreement exists, you must provide one
- Landlords must give tenants The Renter's Rights Act Information Sheet 2026 by **31 May 2026** ([Download here](#)) if the tenancy:
  - Is an assured or assured shorthold tenancy
  - Was created before 1 May 2026
  - has a wholly or partly written record of terms (including a written tenancy agreement)

# LETTING OUT YOUR PROPERTY

- Landlords cannot request or accept rent before the tenancy agreement is signed
- Landlords must not discriminate against tenants:
  - On benefits
  - With children
  - Protected characteristics as set out in section 4 of the Equality Act 2010, including age, disability and gender reassignment. For a full list of protected characteristics, [click here](#).

# PETS AND DEPOSITS

## Pets

- Tenants can request to keep a pet
- Landlords can only refuse with a valid reason, such as:
  - Lease restrictions
  - Property size
  - Health and safety concerns
  - The animal is illegal to own
- Refusals must be in writing with reasons
- Landlords can use the tenancy deposit to cover pet-related damage

## Deposits

- Deposits are capped at:
  - 5 weeks' rent (under £50,000 annual rent)
  - 6 weeks' rent (£50,000 or more)



# ADVERTISING RULES FOR RENTING

- Landlords must publish a clear asking rent
- Landlords cannot:
  - Encourage bidding
  - Accept offers above the advertised rent



# INCREASING RENT

- Rent increases are limited to once per year
- Not permitted in the first year of a tenancy
- Must use Form 4A (Section 13 process).  
[Download Form 4A here](#)
- Must give at least 2 months' notice
- Tenants can challenge above-market increases



# EVICTING TENANTS

## Section 21 Abolished

- No more “no fault” evictions
- Landlords must rely on legal grounds for possession (see below)

## Legal Process

- Serve a Section 8 notice using valid legal grounds. This is done by filling out Form 3. [Download Form 3 here](#)
- Provide the correct notice period (usually 4 months, shorter in some cases)
- If the tenant does not leave, apply to court for a possession order

If a tenant has paid the landlord a deposit, a court will only grant a possession order to evict the tenant if:

- The deposit is protected in a government-approved scheme
- The tenant has been provided with all required written information about the deposit, such as the amount of the deposit and how the tenant can get their deposit back
- The deposit has been returned in full, or agreed deductions allowed
- Any dispute has been resolved

# GROUNDS FOR POSSESSION (KEY EXAMPLES)

- Selling or moving into the property (cannot be used within the first 12 months of the tenancy)
- The tenant has failed to pay rent on time ([click here to see when a tenant owes you rent](#)).
- Antisocial behaviour or property damage
- Student HMOs (to re-let for the next academic year, with correct notice)

# WHEN A TENANT OWES YOU RENT

- Landlords can try to end a tenancy if rent is unpaid
- The court must grant possession if arrears reach 3 months' rent
- If arrears are lower, the court may allow the tenant to stay

# IF A LANDLORD BREAKS THE LAW

## Enforcement

- Local councils have increased powers to investigate and act

## Rent Repayment Orders (RROs)

- Tenants (or councils) can apply to the First-tier Tribunal, for example in cases of illegal eviction, harassment of a tenant or letting a property that does not meet legal requirements
- Landlords may be ordered to repay up to 2 years' rent
- Applies to a wider range of offences, for example:
  - Failure to licence a property (e.g. unlicensed HMOs)
  - Breach of improvement notices or prohibition orders
  - Overcrowding offences

# SUMMARY

- As a landlord, if you have a written AST, you will need to provide your tenant with the Information Sheet by **31 May 2026** - [Download here](#)
- You must not accept more than the advertised rate and must not encourage bidding.
- You cannot increase rent for the first year, which starts from 1 May 2026 and can only increase once a year by providing 2 months' notice and the tenant can challenge this notice by arguing this is above market rate.
- You will only be in a position to commence possession proceedings for non-payment of rent if the tenant is in arrears by at least 3 months.
- You can claim possession if you wish to sell or move back into the property but not within the first 12 months of the tenancy.