

Key FAQs for Landlords and Tenants

February 2026

The Renters' Rights Act has introduced a few changes that both tenants and landlords should be aware of. As part of our commitment to keeping you informed, we've compiled a list of the most frequently asked questions from our tenants and landlords. This guide aims to explain key aspects of the legislation and provide clear information about your rights and responsibilities.

GENERAL

What happens if I don't comply with the new rules?

The Act is clear when it comes to blacklisting and penalties for non-compliance. This includes civil penalties of up to £7,000 for minor offences and up to £40,000 for repeat or serious offences. There is also the possibility of criminal prosecution and being expelled from the Private Rented Sector Landlord Ombudsman scheme, which would prevent you from letting your property.

Does RRA apply to all types of tenancy?

The Renters' Rights Act will only apply to tenancies subject to the Housing Act, which historically have been known as Assured Shorthold Tenancies (AST's). Where a tenancy falls outside of this, known as Licences, Contractual Agreements, or Common Law Tenancy agreements will not be affected by the changes.

If this is a non-assured tenancy, what can be charged and at what frequency?

Where tenancies are non-assured tenancies and outside of the changes, we are able to agree and charge rental payments at any frequency as agreed between the landlord and tenant.

Will I still be able to offer a fixed-term tenancy at all?

If the tenancy falls inside the Housing Act and the RRA applies, you are not able to offer any form of fixed-term tenancy. If your tenancy is a Licence, Contractual Agreement, or Common Law Tenancy, then you are able to agree a fixed term.

How will the reforms affect student lets?

The reforms will have the same effect on student lets as per all other tenancies. Only where a landlord is a registered student housing provider, will the reforms not apply.

Most lenders have a clause in their mortgage agreement with regards to arrears that aligns with serving the Section 8 notice for rent arrears. Do we think that this will also be adjusted to align with the new legislation?

The Act does amend all leases and mortgage terms in relation to notice periods and terminology.

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Does my EPC have to now be a C?	The minimum EPC rating of an E is still applicable at this stage, and the RRA is not amending this. There are currently consultations and proposals by the government to move this up to a minimum C rating by 2030, but this has not yet been approved.
Can I still ask for a deposit?	Yes, you can ask for a tenancy deposit, but for assured tenancies it must not be of a value that's more than five weeks' rent (six weeks if the annual rent is more than £50,000). Where the tenancy is a common law tenancy, then you can charge any amount of deposit.
With the periodic tenancies will tenants still be joint and severally liable? How will this effect eviction?	Yes, tenants will remain J&S liable, and the eviction process will remain the same with just a change in the notice type to serve.

RENT INCREASES

Can I increase the rent?	Yes, but there are limitations on how often and by how much. Under the new rules you can only increase the rent once a year, you must give at least two months' notice, and the increase needs to be up to the market rate.
How much notice needs to be given to increase the rent?	Any rent increases will have to follow the revised Section 13 process and will need 2 months' notice.
What happens if the landlord suggests an increase as per market value and tenant says "no", would the tenant be advised to go to the First Tier Tribunal (FTT)?	The landlord will serve the Section 13 notice to increase the rent regardless, and it is then the tenants' responsibility to appeal to the FTT. The FTT will be binding and will not leave room for appeal.
How will I, as the Landlord, know the market value to know how much I can increase my rent by?	The rent increases will be limited to market rents; therefore, it will need to be evidence-backed. In Chase Buchanan, we will have the ability to compile a report that will draw in various metrics to establish a market rent. However, a tenant still could apply to the First Tier Tribunal if they believe this to be unfair. The FTT would review evidence of the applied rent, including our report as evidence, and carry out their own market research to set a market rent.

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Will tenants still be able to use a Section 22 to appeal to the First Tier Tribunal in the first six months of a tenancy?	Yes, tenants will still be able to apply for a fair rent determination from the FTT within the first 6 months of their tenancy.
If a tenant challenges a rent increase via the FTT and they agree with the increase, does the increase get backdated from the date of the Section 13?	No, as per the legislation, the FTT will be able to set the rent from their determination date or a future date. However, the legislation has left it open for backdated dates to be introduced if the FTT is inundated with requests.
Can a tenant ask for a rent reduction once a year if the market rates are declining?	A tenant can ask for a reduction at any point, but there is nothing forcing the landlord to accept, so the tenant will then need to ask for a rent review through the FTT.
Rent increase – what happens if I miss a rent review anniversary?	If you miss the increase, then you could increase it at any point, but you will not be able to increase the rent again for 12 months from the date the increase took place.
Do we need to consider future rent increase when referencing?	No, we only work on the rent payable now.
Will there be a cap on annual rent increases?	Yes, the rent will be capped at the market rent achievable on the property at the time the review is taking place, but the tenants can challenge the increase if they think it is above market rate, which they will do if the rent increase is very big, delaying the rent increase.

TENANT SWAPS

With regard to change of sharers, is it fair to say that the agreement will reset in terms of occupancy if the landlord wishes to sell or move back in? So, if the existing tenants change the clock resets?	Yes, each tenant will have a right to 12 months occupancy.
Will the rent increase time frame be affected by a tenancy swap?	Yes, a new tenant will have the right to the agreed rent for 12 months from when they move in. Therefore, a change in tenant will reset your rent review period.

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EVICITION PROCESS AND NOTICES

Will I still be able to evict tenants?

Yes, but only for valid reasons. The Renters' Rights Act abolishes Section 21 evictions, which previously allowed landlords to end assured shorthold tenancies (a fixed term agreement) without providing a reason. However, you can still use Section 8 notices for eviction on specific grounds.

What are the exact grounds that have been added for landlord's to serve Section 8?

More information on valid grounds can be found at: www.gov.uk/government/publications/grounds-for-possession-guidance-for-landlords-and-letting-agents

Rolling Periodic Tenancies: under the new Act, tenants can give 2-month notice to leave; how long do landlords have?

Landlords will only be able to serve notice under a valid ground within Section 8. Each ground will have a defined notice period ranging from 4 weeks' to 4 months' notice.

Can the tenant give 2 months' notice from day 1?

Yes, but also no. The tenants have the right to give 2 months' notice at any point, but it has to be on the rental payment date or the last day of a paid rental period.

If a landlord serves notice at the end of April, do they have to start proceedings before the 1st August or do they have 6 months from when it was served?

Section 21 notices will remain valid for 6 months from the day it was served and landlord will need to start court proceedings before the 6 months runs out or by the 31st of Jul 2026, whichever is earlier.

What if they are bad tenants and are damaging the property, or we are getting complaints from neighbours, but they are paying their rent?

Under Section 8, there will be various grounds to consider. Some will be mandatory like in the case of anti-social behaviour. Where the property is being damaged, there will be discretionary grounds for breaching the tenancy agreement or deterioration of property.

How long is the notice period?

This will range depending on the ground used, from 4 weeks to 4 months.

Section 8 notice validity? Currently Section 21 is valid for 6 months, how long is Section 8 last for once served?

Currently a Section 8 notice is valid for 12 months to take legal action on.

When is the cut-off date for serving Section 21 notices on existing tenancies?

The notice must valid and be deemed served on the 30th of April 2026 at the latest.

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Can a landlord serve notice to do refurbishment works to his property? If so, does he have to wait 12 months to re-let?	There is a ground available for redevelopment of a property, which is 4 months' notice, and will not have a 12 month re-let restriction. Caution will be needed as to what will be deemed redevelopment compared to refurbishment. It is unlikely that the ground will be available for repainting and even replacing a bathroom where the tenants are able to reside in the property while the work is done.
If the landlord needs to take back the property for their main residence, is it still a minimum 12 months' term and what is the notice period?	Yes, the 12 month minimum term applies and you will need to serve the appropriate notice under Section 8.
Rent Arrears is moving from two to three months, so what day can the Section 8 be served?	Tenants will have to be in at least 3 months' rent arrears on the day the notice is served. Furthermore, they will also have to be in at least 3 months' rent arrears on the day of the court date.
Do the same rules apply to mortgage providers in regard to repossession?	The grounds for sale by a mortgage company will remain, and the notice period will be extended to 4 months.

OFFER PROCESS

Can I accept offers higher than the advertised rent from prospective tenants?	No, the Act ends so-called 'bidding', so landlords and letting agents are not allowed to encourage or accept rental offers higher than the advertised amount.
If references are not passed for any reason, is this a ground to refuse them?	Yes, landlords are still entitled to reject tenants who fail references.
Will it be possible for tenants to have a notice period shorter than 2 months if both parties agree?	If a landlord is happy to accept the property back earlier, then yes, but the tenants rent liability will stop on the day the property is vacated, and they hand back keys.
Can I refuse tenants on benefits or with children?	No, the Act further expands discrimination against tenants based on whether or not they have children or receive benefits. However, you can still ask for references and do affordability checks.
Can a tenant offer to pay rent upfront, e.g. quarterly if works best for them, in such cases as transferring funds from overseas.	Regardless of the tenant putting this forward as an offer, a landlord will not be able to accept more than the first months' rent at the start, and the rent frequency in the tenancy agreement can only be monthly.
Do I have to accept pets?	Landlords will have to consider each request regarding pets and provide a reasoned response.

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MAINTENANCE

Will the Act introduce clearer and faster procedures for resolving disputes and recovering payments in situations where the property is not provided in a habitable condition?

The Act places more control in the tenants' hands with them being able to give 2 months' notice at any point. Further, when the later implementation stages come into effect, landlords will need to ensure their properties meet the new decent home standards or risk a fine. Landlords will also need to sign up to a redress scheme, which will provide tenants with another avenue for complaint, and the scheme will be able to force a landlord to do works or pay compensation.

POST THE 1ST OF MAY FOR CURRENT TENANCIES

For existing tenancies that will expire before the new law comes into effect, when is the last date the landlord can serve a Section 21 notice to end the tenancy?

Landlords will be able to serve Section 21 notices up to the 30th of April 2026.

If we have a Section 21 served for May 2026 (after the changes), and they don't vacate, will you still be able to go to court for possession after that using this Section 21?

Yes, Section 21 notices validly served before May will remain available for action through the courts. Landlords need to take court action before the 31st of July 2026.

For existing tenancies that become periodic in May 2026 but may have been due for renewal shortly after this date, will they have to wait a full 12 months before being able to increase the rent?

No, the rent increase will be possible at the 12-month anniversary as normal but will need to follow the new Section 13 process.

If a tenant is paying their rent six-monthly in advance, will the next time this becomes due after the Act becomes effective simply change to monthly rent?

Any agreed rent frequencies will remain in place after the 1st of May. This will only apply to tenancies that started before the 1st of May.

Will the new laws change the terms of the current contract, and if so, will I have to sign a new contract or addendum?

Yes, some terms within the current contracts will be changed. No new contracts or addendums will need to be signed, and the government will issue a document that will need to be served on all current tenants by the end of May 2026.

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Do the new laws only apply to tenancies signed after the date that it comes into effect.

The law will apply to all tenancies regardless of when they started or when the agreement is signed. All tenancies starting from the 1st of May 2026 will be fully subject to the legislation.

As Assured Shorthold Tenancies (AST) will not exist, what do existing tenancies change to, and what difference does it make?

All AST tenancies will automatically be covert to Assured Periodic Tenancies. The only differences will be that there will be no fixed terms, no break clauses, and no fixed rent increases.

TENANTS

I don't have a break clause, but I know I will be able to give 2 months' notice from May next year. Can I serve notice now to end in July 2026?

No, the legislation only comes into effect on the 1st of May, so you will only be able to serve 2 months' notice on the 1st of May if this is your rent due date.

What key changes introduced by the new Act will directly affect me as a tenant? Will it lead to any rent increases or additional costs, or will it primarily strengthen tenant protections?

The Act aims to rebalance the relationship between landlords and tenants and provides tenants with increased protections. In relation to rent increases, this will be limited to the available market rent every 12 months. Costs for tenants are restricted by the Tenant Fees Act, which remains in place.

Will the new legislation make it easier for tenants to unwind a tenancy if the landlord is in breach of contract or fails to meet their obligations at the start of the tenancy?

Tenants will be able to give 2 months' notice in line with their rental due dates at any time, which will make it easier to end an agreement. The legislation will not provide easier unwinding powers if the tenancy starts with obligations not met.

What are a guarantor's current responsibilities if a tenant dies? What are the main changes implemented by the Renters' Rights Act?

The guarantor remains liable until the tenancy is ended, which is either by agreement, accepted notice, or Section 8. The Renters' Rights Act will make their responsibilities end on the death of the tenant, so between the death and the end of the tenancy, the guarantor is no longer liable.

SELLING YOUR RENTAL PROPERTY

If a notice is served under the sales ground, how will the landlord not being able to rent out the property for the next year be enforced?

The tenants who have been evicted will be able to report the landlord to Trading Standards and also apply for compensation.

Can I still sell my property or move back in during a tenancy?

Yes, there will be grounds available to move back in or sell your property. However, you will need to give 4 months' notice to the tenants and they will have a right to a minimum term of 12 months before the notice expires.

For existing tenancies, when the Act comes in, will the minimum term of 12 months if selling apply from the date the tenancy started or the date the tenancy turns periodic?

It is based on occupancy, so from when they moved in, not when it goes periodic.

If a landlord gives 4 months' notice to sell their property and the tenant moves out before sale is agreed, can the landlord have a Short Let while selling the property?

If the landlord has served the notice and the tenant vacates as a result of that notice, then he will not be able to re-let in any format.

When a landlord serves notice to sell or move back in and not rent it for 12 months after that, how will that be governed and does it include Short Lets?

This will include any form of tenancy. This is governed by the tenants who have been evicted. If they see the property advertised for any form of tenancy after their eviction they can report to the local authority and claim compensation.

When a landlord served notice to terminate the tenancy to sell, and if they decide not to, can they do non-AST (Assured Shorthold Tenancy) Short Lets during that period?

No, if they use the ground for sale, then they need to be sure that they will be going to the market, as they will not be able to rent the property in any form for 12 months.

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PETS

Do I have to accept tenants with pets?

When marketing the property, you are still able to reject tenant offers with pets. However, when tenants are in the property they have the right to ask for permission and landlords will have to consider the request and provide a reasoned response.

If a tenant refuses to get pet insurance, is this a ground to reject them as a tenant?

Pet insurance is not allowed under the legislation or the Tenants Fees Act. If the offer is part of a new tenancy, then you can reject them as tenants.

Will the Tenant Fee Act be amended to allow higher deposits for those with Pets?

No, this is a MYTH.

Are the following valid reasons for saying “no” to pets: one sharer disagrees, and a neighbour works shifts?

If a sharer in the property disagrees, then yes, as the property is jointly used, all tenants need to be in agreement. The neighbour working shifts will not be, as the neighbouring property has no bearing on the occupancy of the property.

PRIVATE RENTED SECTOR (PRS) DATABASE

What is the Private Rented Sector Database?

The Private Rented Sector Database will be a new single database, containing landlord, compliance, and other property information. Landlords will need to register themselves and their property in order to be eligible to let.

LANDLORD OMBUDSMAN

What is the Landlord Ombudsman Service?

The Landlord Ombudsman Service will be a new service introduced by the Act, intended to help resolve disputes between landlords and tenants. Landlords will need to join the Ombudsman Service before marketing their property for letting.