

An aerial photograph of a university campus, likely the University of Exeter, showing a mix of traditional stone buildings, modern structures, and green spaces. A prominent red banner is overlaid in the top right corner. The sky is blue with scattered white clouds.

Arnolds | Keys

RENTERS' RIGHTS ACT

Frequently Asked Questions

March 2026

Renters' Rights Act FAQS



The Renters' Rights Act introduces the biggest shift in the private rented sector in a generation, and we understand that many landlords are seeking clarity on what the upcoming changes will mean in practice.

Introduction

From the conversion of all existing Assured Shorthold Tenancies (AST's) to new rules around rent increases, advance rent payments and changes to possession grounds, the legislation brings a range of updates that every landlord will need to understand ahead of **1st May 2026**.

This guide has been created to answer the most common questions we receive, based directly on the latest legislation and government guidance, as of March 2026.

Our aim is to provide clear, practical information to help you navigate the new system with confidence.

If you have any further queries or would like tailored advice for your property or portfolio, the Arnolds Keys Lettings team are here to help.

Will all existing AST's automatically convert into Assured Periodic Tenancies on 1st May 2026?

Yes, under the Renters' Rights Act 2025, all existing AST's will automatically convert into assured periodic tenancies (APT's) on 1st May 2026.

This applies to any AST in a fixed term at 1st May 2026 and those already operating on a periodic basis.

For example, a 12-month fixed term due to expire early 2027 will still convert on 1st May 2026 and continue as a rolling tenancy from that point.

How will rent increases work after 1st May 2026?

From 1st May 2026 all rent increases must follow the Section 13 process.

This means:

- A landlord can propose only one rent increase every 12 months.
- The increase must be issued using the prescribed notice.
- Tenants must be given at least two months' notice.
- The increase can only take effect at the start of a new rental period.

Any other method of increasing rent, will no longer have legal effect.

Tenants will also have the right to challenge an increase by applying to the First-Tier Tribunal before the proposed increase takes effect.

The Tribunal will then determine the appropriate market rent, which may be lower or equal to, but not higher than the proposed amount.

What evidence will be needed to justify a rent increase to the First-Tier Tribunal?

To justify the proposed increase, the landlord or agent will need to provide clear, objective evidence such as comparable rents, accurate property details and local market data.

The Tribunal will not consider the landlord's mortgage costs or rising expenses as a means to justify a rent increase.

Their assessment is based purely on what the property could reasonably achieve on the open market at that time.

If a tenant challenges a proposed rent increase by applying to the FTT before the increase is due to take effect, the increase is paused automatically.

The tenant must continue paying the current rent until the FTT makes its decision.

When the FTT issues its decision, it sets what it considers to be the market rent. That figure becomes the new rent going forward.

The Tribunal cannot backdate the increase to recover the difference for the months the case was pending.

This delay, and the risk of receiving a lower rent than proposed, makes it especially important for landlords and agents to base increases on strong, objective market evidence from the outset.



Will tenants still be able to pay rent in advance (e.g., 6–12 months upfront)?

From 1st May 2026 landlords and agents cannot require, request, or make it a condition of granting a tenancy. However, once the tenancy starts, tenants can still choose to pay rent in advance.

Under Section 4B of the Renters' Rights Act, any clause that obliges a tenant to pay rent more than one rental period in advance is invalid.

Once a tenancy has started, a tenant may voluntarily pay or offer to pay several months' rent in advance as long as this is not the first month's rent, which can only be paid as one month.

A tenancy offer cannot be made conditional on paying rent in advance.

Agents or landlords must not use in advance rent as a competitive differentiator between applicants. A genuinely voluntary offer from a tenant can still be accepted, but the initiative must come entirely from the tenant.





What happens to advance rent already collected for periods that fall after May 1st 2026?

The restriction on advance rent applies only to tenancies that begin on or after 1st May 2026.

For tenancies that started before 1st May 2026, any rent that was lawfully collected in advance under the terms of the original agreement remains valid, even if it covers rental periods after the Act takes effect.

This also applies to payments due after 1st May 2026 provided they are based on an agreement entered before that date.

The new rules prevent landlords and agents from requiring or requesting large rent in advance for new tenancies starting on or after 1st May 2026.

They do not unwind advance rent already collected under pre-existing agreements or prevent those agreements continuing.

Tenants cannot be required to make any payment of rent until the tenancy agreement has been entered into.

They can be asked to pay a holding deposit and a tenancy deposit.

What are the grounds for eviction and notices?

There is a 12 month restriction on new tenancies when serving notice for selling and a 12 month no relet period.

On and after 1st May 2026 landlords will only be able to give a tenant a notice under Section 8 of the Housing Act 1988 to end the tenancy.

Section 8 grounds will remain both mandatory and discretionary.

As with the current eviction process, if a landlord or agent serves notice on a tenant and the tenant moves out by the end of the notice period, then there is no further action.

A landlord only needs to apply to the court for an order for possession if the tenant refuses to leave.

Will Section 21 notices served before 1st May 2026 remain valid once the new rules begin?

Yes. Section 21 notices that were validly served before 1st May 2026 will continue to stand once the new rules take effect.

The Renters' Rights Act includes transitional arrangements that allow these notices to proceed through the possession process, however, provided they were correctly issued under the old legislation.

This is only permitted for a limited transition period.

While pre-May notices are not automatically cancelled on the commencement date, landlords will have only a finite window, until 31st July 2026, to begin any court proceedings based on those notices.

Once that window closes, any outstanding or unused Section 21 notices will be void. After that, a Section 8 notice will need to be used to gain possession of the property.



When Section 21 is abolished, how can landlords regain possession?

From the 1st May 2026, Section 21 “no-fault” evictions will no longer be available.

Landlords will instead need to use the updated Section 8 possession grounds, which now include two mandatory grounds specifically for selling or moving into the property.

Ground 1 - Landlord (or family member) moving in

For use when the landlord or an immediate family member intends to occupy the property as their only or principal home.

Ground 1A - Selling the property

For use when the landlord intends to sell the property with vacant possession.

Both grounds require:

- At least 4 months’ notice
- They are also subject to a 12-month protected period, meaning notices under Ground 1 or 1A cannot be served during the first 8 months of any new tenancy beginning after 1st May 2026.
- This prevents landlords from ending tenancies immediately as the new system begins.

What is the 12-month restriction on re-letting after a landlord serves notice to sell?

The Renters' Rights Act introduces a 12-month restriction on re-letting when a landlord regains possession using Ground 1 or 1A.

If a landlord serves notice under Ground 1 or 1A and obtains possession, the property cannot be re-let as a residential tenancy for 12 months from the date the notice expired or the date that possession proceedings were issued.

This is to ensure the landlord's intention is genuine and not a way to remove tenants for higher rent or convenience.

If the landlord re-lets the property within the 12-month period outside of this limited exception, they may face:

- Civil penalties of up to £40,000 or prosecution
- A Rent Repayment Order

What are tenants' rights regarding pets?

The Renters' Rights Act gives all private rented sector tenants the right to request a pet, which landlords will not be able to unreasonably refuse.

Landlords will need to consider each request on a case-by-case basis.

Tenants will need to ask landlords in writing if they want to keep a pet and they'll need to include a description of the pet they wish to keep.



What are the reasons a landlord can reasonably refuse a pet?

The legislation does not set out details on what a reasonable reason would be to refuse a pet.

However, guidance from the UK Government says it may be reasonable to refuse a request in some circumstances, such as:

- Another tenant has an allergy.
- The property is too small for a large pet or several pets.
- The pet is illegal to own.
- If the landlord is a leaseholder, and the freeholder does not allow pets.

Once the tenant submitted a written request for a pet, landlords will have 28 days to respond in writing.

If landlords do not respond within this time scale, tenants will be able to apply to the court and who may enforce the rules if they think the landlord is not meeting their obligations.

Landlords will need to respond to the tenant in writing and explain why they are refusing the request.

Landlord will not be allowed to request an additional deposit for a pet.





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