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PROPERTYMARK POWER HOUR

# Renters' Rights Act 2025

Phase 1: a practical guide for letting agents

DATE

8 June 2026

YOUR SPEAKERS

Kate Duberley · Katie Selwood · Sabina Haag



ALAN  
BOSWELL  
GROUP

WELCOME

# Today's agenda

01 Checklist for letting agents & landlords

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02 Other important topics

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03 The eviction process

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04 Possession grounds & the courts

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05 Consequences of getting things wrong

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06 How Nicholsons can help

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07 Questions & answers

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# Checklist for letting agents & landlords

● PRESENTED BY **Kate Duberley**



# Keep your property documents are up to date

Make sure these are current before, and throughout, every tenancy.

☒ Gas Safety Certificate

☒ Energy Performance Certificate (EPC)

☒ Electrical Installation Condition Report (EICR)

☒ Deposit documents

## Precedent tenancy documents should be updated

- ☒ Remove references to fixed terms or "assured shorthold" tenancies
- ☒ Do not refer to Section 21 notices or "no-fault" evictions
- ☒ Limit rent increases to once every 12 months  
The Section 13 process must be followed.
- ☒ Provide a Written Statement to all new tenants

# The deadlines for existing tenants

## By 31 May 2026

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Provide the **Renters' Rights Act information sheet** to all tenants of existing tenancies.

Give a **Written Statement** to any existing tenant on a verbal or unwritten tenancy.

IF YOU HAVEN'T YET

If the relevant information hasn't reached a tenant — send it as soon as possible!

# Marketing & rent under the new rules

- ☒ Use an established, reliable letting agent to market and manage the property
- ☒ Obtain a market-rent valuation before marketing — and state the proposed rent in the advert
- ☒ Do not invite or accept offers above the proposed rent  
Bidding wars are now prohibited.
- ☒ Do not request rent in advance of APT being agreed

LOOKING AHEAD

# Renters Rights Act 2025: Phases 2 & 3



## Private Rented Sector Database

Register the landlord and the property once the database is live.



## Landlord Redress Scheme

Register with the mandatory ombudsman scheme for landlords.



## Decent Homes Standard

Address serious hazards so the property complies with Awaab's Law.

FREE RESOURCE

# Get the Landlord's Checklist

We have prepared a Landlord's Checklist to summarise the steps Landlords and Agents should be taking in respect of phase 1 of the changes introduced by the Renters' Rights Act 2025.

SECTION 02

# Other important topics

● PRESENTED BY **Katie Selwood**



POWER  
WARNING  
CABLE

## A tenant's notice: the requirements

Tenants can still serve notice to quit - but it must meet each of these tests.



Give two months' notice

Unless a shorter period has been agreed with the landlord in writing.



Expire on the first or last day of the rental period



Be given in writing



One joint tenant can give notice to quit

## Withdrawal & relying on the notice

### WITHDRAWING

Tenants can withdraw their notice to quit before expiry of the notice but only with the landlord's (and any other tenants') agreement.

### RELYING ON IT

If any tenants remain at the property, the landlord can rely on the tenant's notice to quit to file a claim for possession.

### STAYING ON

If the landlord and the tenant are in agreement that they can remain at the property after the date of the notice to quit has expired, then a new tenancy agreement should be entered into.

## The rules for raising the rent

- Once a year only
- No rent-review clauses in tenancy agreements
- It must be the market rent
- Use the new prescribed form (Form 4A)
- Two months' notice

## Challenging a rise at tribunal

£47

tribunal application fee

Tenants can apply to the tribunal for a review of the proposed rent.

The tribunal will not set the rent **higher** than the suggested rise — but it can go lower.

## PET REQUESTS

# Tenants now have a right to request a pet

- A tenant has the right to request to keep a domestic pet
- A landlord cannot unreasonably refuse
- No extra fee can be charged for keeping a pet

# 28

days to respond

A response to any pet request must be given within 28 days.

## Reasonable grounds to refuse

01

A poisonous or illegally trafficked animal

02

Keeping it would breach a superior lease or licence

03

An unsuitable pet for the property

For example, a horse in a flat.

## DISCRIMINATION

# What is unlawful

Discrimination because of "prohibited characteristics" is already unlawful.

■ You cannot discriminate against a tenant on benefits

■ You cannot discriminate against a tenant who has children

SECTION 03



# The eviction process

● PRESENTED BY **Sabina Haag**



# Get the form and the grounds right

- ☒ Use the new Form 3A  
Mandatory for all periodic assured tenancies.
- ☒ Provide the full legal wording of each ground used
- ☒ Follow the Government guidance note for landlords
- ☒ Give sufficient detail - be precise and refer to evidence where possible

# Notice, service & compliance

☒ Check the notice period required

☒ Serve the notice properly

☒ Allow sufficient notice and time for service

☒ Comply with the tenancy deposit rules  
Late compliance is acceptable.

## POSSESSION GROUNDS

# The most common grounds

### GROUND 8

#### Serious rent arrears

Three months' (or 13 weeks') arrears at service and at the hearing.

8

### GROUND 1

#### Occupation by landlord or family

The landlord or a relative requires the property as their only or principal home.

1

### GROUND 1A

#### Sale of the property

The landlord intends to sell the property.

1A

## Serious rent arrears

3  
months' arrears (or  
13 weeks)

Four weeks' notice

Any delayed Universal Credit/other benefit  
benefits to be deducted

The rent arrears must remain at 3 month/13  
weeks on the date of service of the notice and  
on the date of the court hearing.

## GROUND 1

# Occupation by landlord or family

- No requirement for prior notice - or for the landlord or family member to have previously lived in the property
- Cannot be used in the first 12 months of the tenancy
- Four months' notice

## Note the word “requires”

“

...the landlord who is seeking possession **requires** the dwelling-house as the only or principal home...

This suggests a "real and present need" rather than a future desire. What does that mean  
- and what evidence will be required?

### THE RESTRICTED PERIOD — S.16E

The landlord must not let the property or allow someone to occupy it under a licence for monetary consideration or market the property for let/licence for 12 months (the 12 months run from the notice expiry date/earliest date to apply to court).

They **can** still let to a family member or Ground 1 relative under s.16F.

## GROUND 1A

# Sale of the property

- Cannot be used in the first 12 months

- The landlord "intends" to sell

What does this mean - and what evidence is required?

- Four months' notice

- Beware the restricted period (s.16E)

But letting to a family member or Ground 1 relative is still allowed under s.16F.



Any common mistakes or pitfalls  
to avoid when serving a Section 8  
notice?

## Where notices go wrong

- 01 Using the old or wrong form
- 02 Just ticking a box for a ground or not providing the full legal wording of the ground or providing insufficient particulars
- 03 A one line summary can easily be challenged and full details and evidence should be provided: dates, amounts, names, rent statements
- 04 Insufficient evidence to establish the ground  
The usual civil burden applies: the balance of probabilities.
- 05 The wrong notice period  
With multiple grounds, use the longest notice period of all cited.
- 06 Not including the correct details for the landlord

## Service & timing

- 07 Incorrect service – check the tenancy agreement for any express service provisions and follow these, if none then hand delivery is safest but always consider using several methods
- 08 Not serving the notice on all tenants
- 09 Allowing insufficient time for service
- 10 Serving too early  
Grounds 1 and 1A cannot be used in the first 12 months.
- 11 Not complying with the tenancy deposit rules first
- 12 Not registering with the Private Rented Sector Database (once live)

## What to expect

- No more accelerated process - the standard process applies
- Court issues the claim and fixes the hearing date
- Tenant might put in a defence but can take part in the hearing regardless
- Claims issued in the local county court hearing center serving the property
- The hearing should take place 4–8 weeks from issue
- Evidence is *usually* limited to written evidence

## Possible outcomes at the hearing

At the hearing: the court can make further directions or decide the claim.

The most common outcome is an outright order for possession within 14 days, but the court can make other orders:

- Suspended possession order
- Dismiss the claim
- Set conditions giving the tenant further time/opportunity to pay back rent arrears

## How long will it take?

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4–9

months

From issue to possession date - but it can take longer.

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2wk–6m

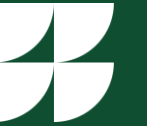
Bailiff appointment - timescales vary widely, sometimes even longer.

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5–15

months

Overall - easily, and before the Section 8 notice period is added.



# Consequences of getting things wrong

The new regime carries severe penalties - for landlords and agents alike.

## Severe fines now apply

Severe penalties and sanctions have been introduced. They apply to landlords and letting agents - not their legal representatives.

# £7,000

### PER BREACH

From using the wrong Section 8 form, to failing to provide a written statement, to not reasonably believing the landlord will succeed on a ground - even if the tenant leaves without a court order.

# £40,000

### LOCAL AUTHORITY FINE

Local authorities can impose fines of up to £40,000 as an alternative to a criminal conviction.

# Take great care before you act

- It is a criminal offence to rely on a ground knowing - or being reckless as to whether - possession can be obtained on it
- Where a company offends with the "consent" or "connivance" of an officer, or through their "neglect", both the company and the officer commit the offence
- Make sure any ground relied on is genuine and supported by sufficient evidence
- Seek legal advice before serving a Section 8 notice

SECTION 05

# How Nicholsons can help



06

# Our services for landlords & agents

- Serving Section 8 notices
- Issuing possession claims
- Rent reviews
- Rent challenges
- Rent arrears and dilapidations claims against tenants
- Advice on tenancy agreements and other precedent documents
- Defending tenant claims - disrepair, deposit compensation, harassment, unlawful eviction and more

Civil claims only - not criminal or regulatory proceedings brought by the CPS or a local authority.

# Any questions?

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