

The Renters' Rights Act 2025: "Fixing a broken housing market" or a step too far?

An overview of the Act and what
these changes really mean?



In May 2023, the Conservative government introduced the Renters' (Reform) Bill which was designed to reform the private renting sector following the 2017 white paper "Fixing our broken housing market".

This bill was subsequently replaced by Labour's Renters' Rights Bill in 2024 which gained long-awaited and anticipated Royal Assent just days ago on 27 October 2025 making it the Renters' Rights Act 2025 ("the Act").

The date on which the substantive provisions of the Act will come into force is yet to be confirmed so watch this space as further regulations are anticipated but the Government has advised that it will set out plans for implementation of the Act as soon as possible.

Landlords and agents would be wise, however, to be prepared in advance of the new regime as some provisions are expected to require action shortly after the provisions of the Act come into force.

The Act brings about a wide range of reforms, including the following key points:

- Abolition of fixed-term tenancies: Assured shorthold tenancies (ASTs) will be abolished - all existing ASTs convert to and all new tenancies will be assured periodic tenancies.
- Exclusive section 8 ("s.8") grounds for possession: Landlords must rely solely on s.8 to regain possession as the "accelerated" section 21 procedure is abolished.
- Mandatory redress scheme: Landlords must join a new Ombudsman scheme for tenant complaints.
- Statutory rent review: Rent increases must follow a formal legal process.
- Tenant pet rights: More rights for tenants to have pets.
- Ban on discrimination: No discrimination against tenants with children or in receipt of housing benefits.
- Stronger enforcement: Breaches of the Protection from Eviction Act 1977 carry fines and civil penalties.
- Private Rental Sector (PRS) Database: Landlords and agents must register all marketed or let properties with the new online database.
- Awaab's Law: Decent Homes Standard: Social landlords must fix hazards like damp and mould promptly.

What do these changes really mean for Landlords?

Abolishment of s.21 evictions and fixed term tenancies

Fixed term tenancies will be abolished. From the date of implementation, ASTs will cease to exist and all existing and new tenancies will be assured periodic tenancies. This shift is intended to provide tenants with greater security.

Perhaps the most notable of the scheduled reforms for landlords is the abolition of section 21 ("s.21") "no-fault" evictions. Landlords will no longer be able to serve s.21 notices and instead will only be able to rely on the enhanced statutory grounds for possession set out in s.8 of the Housing Act 1988 to evict tenants.

As a result of these changes, there are significant concerns among practitioners that landlords should expect longer possession timelines, as every claim will require a court hearing. The loss of the accelerated possession procedure under s.21 is likely to place additional pressure on the county courts, potentially creating even greater delays than we currently see, unless further procedural reforms are introduced.

Tenants, on the other hand, will be entitled to serve 2 months' notice to terminate their assured periodic tenancy at any time, including from the very first day of the tenancy, and for any reason. In practice, this means the minimum term of a tenancy could be as short as 2 months. This reform greatly enhances tenant flexibility but makes it more difficult for landlords to plan for stable occupancy.



S.8 Reform

The Act makes key changes to the s.8 criteria that have to be satisfied before a landlord can seek possession. For the purposes of this article, we are focusing on the amended/new grounds that are most likely to impact private individual landlords. Advice on changes impacting lenders and receivers will be provided in our next article.

Section 8 grounds fall into two categories; mandatory and discretionary. As one would expect if the criteria of one or more mandatory grounds are met, the Court must grant the possession order. If the criteria of one or more discretionary grounds only are met, the Court may grant the possession order sought.



Mandatory Grounds:

Amended Ground 1 – Occupation by landlord, spouse, civil partner or close family member

This amended ground allows the landlord to serve notice seeking possession on a tenant on the basis that the landlord, or his/her spouse, civil partner, or other close family member (such as a parent, grandparent, sibling, child, or grandchild) intends to occupy the property as their main home.

The notice period has increased from 2 months to 4 months and the expiry date of the notice must not be within the first 12 months of the tenancy. This change should give some comfort to smaller scale individual landlords who may want to put family members into that property in due course, but forward planning will be key given the longer timescales involved.

New Ground 1A – Sale of dwelling house or grant of lease of 21 years

To rely on the new ground 1A, the landlord must be intending to sell the property or to grant a long lease of the property for 21 years or more. This ground seeks to replace the current logic and reasoning behind the s.21 process, namely to obtain possession on a 'no-fault' basis to enable the landlord to sell the property with vacant possession.

Landlords must give 4 months' notice to the tenant, and the expiry date of the notice must not be within the first 12 months of the tenancy. Again, forward planning will therefore be key under the new regime.

New Ground 4A – Student accommodation / HMO

Ground 4A applies to student accommodation that is a House of Multiple Occupation ("HMO") where all the tenants meet the 'student test' i.e. all the tenants are in full time education. It does not cover non-HMO student lets, such as individual flats or studios, leaving those landlords unable to rely on this ground.

The notice period is up to 4 months, and expiry should fall between 1 June and 30 September to allow landlords to regain possession before the next academic year.

In practice, student tenant disputes are rare, as student tenants almost always vacate on time. Nonetheless, landlords should still plan carefully to avoid logistical or financial issues.

Amended Ground 6 – Redevelopment

The updated ground 6 has a mandatory 4 month notice period (an increase from the current 2 month notice period).

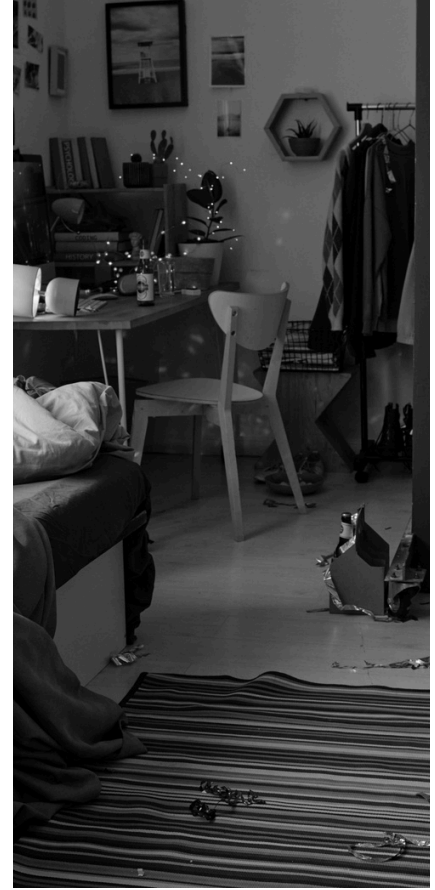
There is still the option for landlords to serve a s.8 notice with the intention of demolishing and/or redeveloping the property, but they must be able to show that they cannot reasonably do the proposed works with the tenant in situ and landlords cannot serve the notice within the first 6 months of the tenancy i.e. the earliest that the s.8 notice can expire is 10 months after the tenancy commences.

Amended Ground 8 – Rent Arrears

Perhaps one of the most commonly used grounds under the current s.8 procedure, ground 8 remains but now the tenant must owe at least 3 months' rent where rent is paid monthly or thirteen weeks' rent where rent is payable weekly or fortnightly both when the notice is served and at the date of the hearing.

If arrears fall below this threshold at either point, mandatory possession under ground 8 no longer applies. The notice period has increased from 2 weeks to 4 weeks.

A key change under the Act alters how arrears are calculated for ground 8. Arrears caused solely by Universal Credit payment delays from the Department of Working Pensions are excluded when determining if the tenant has reached the 3-month threshold. This strengthens tenant protection but adds a further hurdle for landlords.



S.8 Reform – Additional Points

Tenancy Deposit Protection

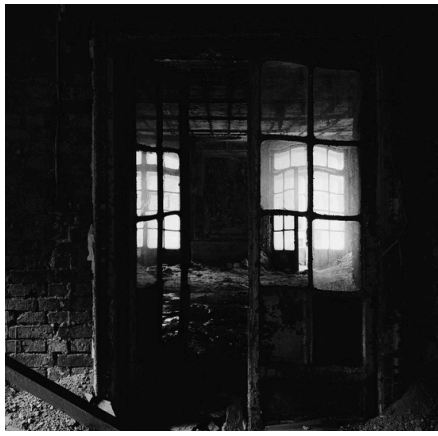
The Act creates a direct relationship between relying on s.8 and the protection of tenancy deposits. Currently, s.8 can be used even if the deposit is unprotected, though protection within 30 days remains mandatory. If the landlord fails to protect the deposit or fails to serve the prescribed information, they can still protect it later and serve a s.8 notice that is valid as long as the deposit is protected or has been returned at the time the s.8 notice is served.

EPC and Gas Safety Certificate ("GSC")

EPCs and GSCs are not prerequisites for serving an s.8 notice. Landlords need not prove service of these documents and the How to Rent guide, though similar requirements will appear in the private rented sector database.

New Civil Penalties Under the Protection of Eviction Act 1977

A further, significant reform concerns landlord misconduct. If a landlord harasses a tenant in a manner that compels them to vacate a property, the repercussions extend beyond existing criminal sanctions. In addition to prosecution, imprisonment, or financial penalties, local authorities will have the power to impose civil fines of up to £40,000 per incident where an offence under the Protection from Eviction Act 1977 has been committed.



This dual enforcement mechanism underscores the government's commitment to strengthening tenant protection while ensuring that rogue landlords face serious financial and legal consequences for unlawful behaviour.

Overall, the Act is well-intended, long overdue, and should be acknowledged in a positive light. There is a possible risk that the pendulum has swung too far in favour of tenants; however, the idea is to protect tenants from unfair and/or unreasonable landlords. Of course, perfectly reasonable landlords will also be affected by this shift.

Some may think it is a shame to see s.21 go. In reality, s.21 was only effective for diligent landlords who were able to satisfy and evidence all the necessary requirements needed to rely on the accelerated route. Our experience with s.21 was that the procedure and requirements on the landlords had become too complex. Both landlords and their agents made numerous mistakes when completing the 'tick-box' exercise of compliance with the strict requirements of s.21, and many did not have all their ducks in a row to rely on the accelerated s.21 route to possession. However, the abolition of s.21, particularly the accelerated route, is going to increase pressure on the courts. All claims for possession will now require court hearings, which will inevitably lead to longer delay and backlogs in the courts, unless further procedural reforms are introduced.

How can Lightfoots Solicitors help?

The Act has enhanced s.8, amended the current grounds and included new ones. This will require landlords and their agents to be more forward-thinking and quickly get on board with the reforms. It is not yet clear when the Act will be fully implemented, and regulatory guidance needs to be published so that landlords and agents alike have a clear picture of what is required to ensure they are fully compliant with the Act.

If you are a tenant, landlord or agent and you are concerned about how these changes in legislation might impact you, seek expert advice at the earliest opportunity. Get in touch with our team of specialists today:



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