



Tenant Notice to Quit: New Rules under the Renters' Rights Act

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Looking for information about tenant notices to quit under the new Renters' Rights Act?

From 1 May 2026, the system is set to shift toward assured periodic (rolling) tenancies. Tenants may be able to end the tenancy with as little as two months' written notice – which is a huge worry for landlords.

But the key thing is this: tenants can't end an assured tenancy "informally" and walk away. The Act sets out a clear legal framework for when a tenant's notice to quit is valid, how much notice must be given, and what happens if the tenant tries to withdraw it.

On this page, we'll break down what's changing.

You'll learn:

- What these changes mean for you as a landlord
- When a tenant's notice to quit is valid (and when it isn't)
- What precautions to take now

If you want to protect your rental income and avoid confusion when tenants decide to move on, keep reading.

6 Key Changes Under the Renters' Rights Act

The biggest practical change for landlords is that most private rented tenancies will move to assured periodic ("rolling") contracts. It means a tenant can, in theory, decide to leave at any point and end the tenancy by giving at least two months' written notice.

That raises planning questions around void periods, reletting timelines and rental income. But the Renters' Rights Act also introduces a clearer legal framework for how tenant notices to quit must be timed and handled.

On the next page, we break down 6 key notice-to-quit changes landlords need to understand ahead of the new regime.



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1. New Default Tenancy Type

- All existing assured shorthold tenancies (ASTs) will convert automatically to assured periodic tenancies (APT) on implementation.
- New private rented tenancies will also be APT with no fixed end date.
- An exception applies for purpose-built student accommodation, where fixed terms may still be used.

2. Notice Periods Change

- Tenants will be able to end an APT by giving at least two months' written notice.
- Landlords cannot simply give notice to end a tenancy – they must use the Section 8 process.
- Notice periods are generally longer than under the current Section 8 regime and depend on the grounds relied on.

3. “How Notice Must Be Given” Clauses are Neutralised

- Tenancy terms that try to force a tenant to use one specific method of giving written notice are of no effect.
- The Act treats “notice in writing” broadly, focusing on notice being reproduced in a visible form.

4. Withdrawal is only possible by Written Agreement

- A tenant may withdraw a notice to quit before it takes effect only if the landlord and tenant agree in writing.
- This creates a clearer basis for documenting any last-minute change of plan.

5. Joint Tenancies have Specific Rules

- Any agreement to accept a shorter notice period must be made between the landlord and all tenants.
- The same “all tenants” rule applies to any written agreement to withdraw a notice.
- A notice to quit may still be valid even if served by only one or some joint tenants.



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6. Transitional Arrangements

- Existing tenancies will transition into the new APT model, making these notice-to-quit rules more relevant in practice.
- Landlords should update processes now so move-outs and reletting timelines are managed smoothly.

Notices to Quit Under Renters' Rights Act: Complete Overview

Under the new framework, tenant notices to quit become even more important because most tenancies will operate on an APT basis. That means a tenant can, in principle, end the tenancy by giving the required notice – often two months in writing – and landlords need to know what does (and doesn't) count as a valid notice.

For landlords, it's crucial to understand the practical details: how notice can be served, whether a shorter notice period can apply, what happens in joint tenancies, and whether a tenant can withdraw notice once it's been given.

Below, we've included a table that sets out what tenants can and can't do when giving notice to quit.

What Tenants Can and Can't Do When Giving Notice to Quit

Situation / claim (tenant)	Can they do it?	What makes it valid (rule of thumb)
"I'm leaving" (verbal / phone call)	No	A notice to quit must be in writing.
"I'm leaving" (WhatsApp / text message)	Yes, usually	Must be in writing, clearly state it's notice to quit, and give a clear end date with at least 2 months notice.
Email notice to quit	Yes	Must be in writing, with a clear effective date and 2 months' notice (unless shorter is agreed in writing).
Letter (posted) notice to quit	Yes	Must be in writing, dated, and give at least 2 months before the effective date.



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Photo/PDF of a signed notice (sent digitally)	Yes	Still counts as writing if it's legible and sets a clear effective date with the right notice period.
"Your tenancy says I must post it / email it" (tenant uses a different written method)	Yes	You generally can't enforce a clause that restricts the means of giving written notice.
Tenant gives less than 2 months notice	Only if you agree	Shorter notice is only valid if you agree in writing (otherwise it should be 2 months).
Tenant gives 2 months' written notice	Yes	This is the standard minimum for assured tenancies.
Tenant asks to withdraw their notice	Only if you agree	Withdrawal needs written agreement between landlord and tenant.
Joint tenancy: one tenant serves notice to quit	Yes	A notice can still be valid even if served by only one joint tenant.
Joint tenancy: agree a shorter notice period	Only if all agree	Must be agreed in writing between landlord and all tenants.
Joint tenancy: withdraw notice	Only if all agree	Withdrawal agreement must be in writing with landlord and all tenants.
Tenant "just leaves" without serving written notice	No	Without a valid written notice to quit, the tenancy may not be properly ended and rent liability can continue until ended correctly.

Common Questions Landlords Are Asking

Can tenants now leave with two months' notice at any time?

In most cases, yes. Under the new APT system, tenants can usually end the tenancy by giving at least two months' written notice, even if there's no "end date" in the contract.

The main exception is where you and the tenant agree a different notice length in writing (but you can't require more than two months).

Does a tenant's notice to quit have to be in writing?

Yes. A tenant's notice to quit must be in writing, and it can usually be given digitally (such as by email or message) as long as it's clear and readable. A notice is more likely to be valid if it clearly states it's ending the tenancy and includes the correct end date.



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Can a tenant withdraw a notice to quit after serving it?

Only if you agree in writing. A tenant can't normally withdraw a notice to quit unilaterally once it's been served.

In a joint tenancy, can one tenant's notice to quit end the tenancy for everyone?

Potentially, yes. A notice to quit can still be valid even if it's served by only one of the joint tenants, which may bring the joint tenancy to an end.

If a tenant moves out early, do they still have to pay rent until the notice ends?

Usually, yes. Rent liability typically continues until the tenancy is properly ended at the end of the notice period, unless you agree an earlier end date in writing.

4 Key Ways to Protect Yourself Before the New Notice to Quit Rules Take Effect

Landlords should now be preparing their processes to reduce avoidable disputes when tenants give notice to quit. Taking practical steps early will make it significantly easier to manage void periods, protect rental income, and document decisions clearly if a notice is challenged or a tenant changes their mind.

Key steps to take now include:

- **Standardise how you receive and confirm notices.**
Create a simple written template you'll use to acknowledge receipt, confirm the effective end date, and clarify rent liability up to that date. This reduces confusion when notice is served by email or message.
- **Build a "notice to quit" checklist for every tenancy.**
When a notice arrives, check it's in writing, identifies the property/tenancy, and gives a clear end date with the correct notice period. A consistent checklist helps you spot issues early and respond correctly.
- **Avoid empty properties.**
With rolling tenancies, tenants can leave with relatively short notice, so tighten your reletting timeline: marketing plan, viewing process, turnaround works, and deposit/admin steps. Operational planning is the best defence against unexpected voids.



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- **Document joint tenancy and withdrawal decisions carefully.**
Joint tenancies and withdrawal requests can create grey areas if you rely on informal messages. Keep every agreement in writing and ensure any agreement involving joint tenants is confirmed by all parties to avoid later disputes.

How Strikes Can Help You Prepare

[Strikes Property Services Group](#) specialises in helping landlords navigate the legal and procedural changes shaping the private rented sector. Our team provides tenancy documentation support and practical process guidance to help landlords handle tenant notices to quit confidently and avoid preventable disputes.

Our specialists can support you at every stage with issues such as:

- **Serving the right notices when a tenant doesn't leave as expected** (including Section 8 notices and the possession process).
- **Recovering possession through the courts** where a tenant remains in occupation after giving notice, or where abandonment is unclear.
- **Rent arrears and debt recovery** if a tenant leaves owing money, including support with enforcement options once you have the correct order in place.

If you're unsure where to start, now is the time to act. [Book a free consultation](#) with our Managing Director, Chris Bane, to discuss your situation and the steps needed to stay compliant and protected.