



UK Government



A student landlord's guide to the Renters' Rights Act

The Renters' Rights Act has changed the rules around renting in England, bringing new rights and responsibilities for those living and working in the private rented sector (PRS).

As a landlord renting to students, it's important that you understand what the reforms mean for you, as someone operating in this market.

We've broken down the main changes, so you know what you need to do, and when.

Before agreeing a tenancy

- you can no longer ask prospective tenants to pay large amounts of **rent in advance**, or **accept bids** above the advertised price. You can still carry out referencing and affordability checks, and ask for a guarantor, if needed
- you can't do anything to make a tenant **less likely to rent a property** (or prevent them from renting it) because they have children or receive benefits
- if you manage a **House in Multiple Occupation (HMO)**, you may be able to use **Ground 4A** to evict students between 1 June and 30 September (inclusive). If you're planning to do this, **you'll need to give your upcoming tenants 'prior notice' in writing before the tenancy has started that you intend to use Ground 4A**

During a tenancy

- if you want to increase the rent, you'll need to follow the Section 13 process. You'll need to provide your tenant with at least two months' notice of the proposed increase before it takes effect, using **Form 4A**
- if your tenant thinks the increase is above the **'open market rent'** they can challenge this at the First-tier Tribunal
- you'll need to **consider requests** your tenant might make for a pet, and you can't unreasonably refuse these

Ending a tenancy

If you want to end a tenancy:

- you can no longer use a Section 21 'no fault' eviction notice to end a tenancy. But there are a range of **possession grounds** available, so you can take back your property when this is reasonable

If your tenant wants to leave:

- your tenant can give notice to end the tenancy at any point. The tenancy agreement should say how much notice they'll need to give, which can't be longer than two months. If this isn't in the tenancy agreement, they must give at least two months' notice, although you can agree to a shorter timeframe in writing
- if the tenancy existed before 1 May 2026 and there was a written agreement on a notice period of less than two months (e.g. in the tenancy agreement), then this notice period will probably still apply
- if it's a joint tenancy, one tenant's notice will usually end the tenancy for everyone. Tenant swaps are still possible, if you and the new, outgoing and remaining tenants all agree. In these cases, the outgoing tenant can assign the tenancy to a new tenant