



Ministry of Housing,
Communities &
Local Government

Guidance

Guide to the Renters' Rights Bill

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Applies to England

Contents

Background

Overview of bill measures

Tenancy reform

Private Rented Sector Landlord Ombudsman

Private Rented Sector Database

Prohibiting rental discrimination

Rental bidding

Renting with pets

Decent Homes Standard

Awaab's Law

Enforcement and investigatory powers

Rent repayment orders



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The Renters' Rights Bill delivers our manifesto commitment to transform the experience of private renting, including by ending Section 21 'no fault' evictions. The bill will improve the current system for both the 11 million private renters and 2.3 million landlords in England. It will give renters much greater security and stability so they can stay in their homes for longer, build lives in their communities, and avoid the risk of homelessness.

Background

Reform of the sector is long overdue, and we will act where previous governments have failed. While the majority of landlords provide a good service, the private rented sector currently provides the least affordable, poorest quality and most insecure housing of all tenures.

Millions of people in England live day in, day out with the knowledge that they and their families could be uprooted from their home with little notice and minimal justification, and a significant minority of them are forced to live in substandard properties for fear that a complaint would lead to an instant retaliatory eviction.

A functioning private rented sector can provide a secure stepping stone for aspiring homeowners and flexibility for those who want it. But the insecurity embedded in the current tenancy system fails both those tenants looking for a stable home for their families and those landlords who are undercut by the rogues and chancers. It is a drain on aspiration and reform is central to our opportunity mission so all have the chance to achieve their potential.

Overview of bill measures

The Renters' Rights Bill will:

- **Abolish section 21 evictions** and move to a simpler tenancy structure where all assured tenancies are periodic – providing more security for tenants and empowering them to challenge poor practice and unfair rent increases without fear of eviction. We will implement this new system in one stage, giving all tenants security immediately.
- **Ensure possession grounds are fair to both parties**, giving tenants more security, while ensuring landlords can recover their property when reasonable. The bill introduces new safeguards for tenants, giving them more time to find a home if landlords evict to move in or sell, and ensuring unscrupulous landlords cannot misuse grounds.

- **Provide stronger protections against backdoor eviction** by ensuring tenants are able to appeal excessive above-market rents which are purely designed to force them out. As now, landlords will still be able to increase rents to market price for their properties and an independent tribunal will make a judgement on this, if needed.
- **Introduce a new Private Rented Sector Landlord Ombudsman** that will provide quick, fair, impartial and binding resolution for tenants' complaints about their landlord. This will bring tenant-landlord complaint resolution on par with established redress practices for tenants in social housing and consumers of property agent services
- **Create a Private Rented Sector Database** to help landlords understand their legal obligations and demonstrate compliance (giving good landlords confidence in their position), alongside providing better information to tenants to make informed decisions when entering into a tenancy agreement. It will also support local councils – helping them target enforcement activity where it is needed most. Landlords will need to be registered on the database in order to use certain possession grounds.
- **Give tenants strengthened rights to request a pet in the property**, which the landlord must consider and cannot unreasonably refuse. To support this, landlords will be able to require pet insurance to cover any damage to their property
- **Apply the Decent Homes Standard to the private rented sector** to give renters safer, better value homes and remove the blight of poor-quality homes in local communities.
- **Apply 'Awaab's Law' to the sector**, setting clear legal expectations about the timeframes within which landlords in the private rented sector must take action to make homes safe where they contain serious hazards.
- **Make it illegal for landlords and agents to discriminate against prospective tenants in receipt of benefits or with children** – helping to ensure everyone is treated fairly when looking for a place to live.
- **End the practice of rental bidding by prohibiting landlords and agents from asking for or accepting offers above the advertised rent.** Landlords and agents will be required to publish an asking rent for their property and it will be illegal to accept offers made above this rate.
- **Strengthen local authority enforcement** by expanding civil penalties, introducing a package of investigatory powers and bringing in a new requirement for local authorities to report on enforcement activity.
- **Strengthen rent repayment orders** by extending them to superior landlords, doubling the maximum penalty and ensuring repeat offenders have to repay the maximum amount.

Tenancy reform

The Renters' Rights Bill will introduce a transformative new tenancy system, ending the threat of arbitrary section 21 evictions, which uproot renters from their homes with little notice and minimal justification. The new tenancy system will provide tenants with greater security and stability and empower them to challenge bad practice without fear of retaliatory eviction. Landlords will also benefit, with more straightforward regulation, and clearer and expanded possession grounds.

Periodic tenancies

The Renters' Rights Bill will remove fixed-term assured tenancies. Fixed-term tenancies mean renters are obliged to pay rent regardless of whether a property is up-to-standard, and they reduce flexibility to move in response to changing circumstances, for example after relationship breakdown, to take up a new job or when buying a first home.

Instead, all tenancies will be periodic, with tenants able to stay in their home until they decide to end the tenancy by giving 2 months' notice. This will end the injustice of tenants being trapped paying rent for substandard properties and offer more flexibility to both parties to respond to changing circumstances.

Grounds for possession

We value the contribution made by responsible landlords who provide quality homes to their tenants and believe landlords must enjoy robust grounds for possession where there is good reason to take their property back. To support this, the bill clarifies and expands grounds for possession, while ensuring tenants are protected from arbitrary eviction and given enough time to find a new home.

Landlords must, as in the current system, go to court if a tenant does not leave. They will need to provide evidence that the ground is met. For mandatory grounds, the court must award possession if the ground is proven. For discretionary grounds, the court can consider if eviction is reasonable, even when the ground is met.

Where a tenant is at fault, landlords can give notice using the relevant grounds at any point in the tenancy. This includes where a tenant commits antisocial behaviour, is damaging the property, or falls into significant arrears.

We will introduce new protections for tenants who temporarily fall into rent arrears, supporting both parties by preventing tenancies which are otherwise viable from ending. We will increase the mandatory threshold for eviction from 2 to 3 months' arrears and increase the notice period from 2 weeks to 4. This will allow tenants more time to repay arrears and remain in their homes, while ensuring landlords do not face unsustainable costs. Landlords can also continue to use the discretionary rent arrears grounds, for example if rent is repeatedly late.

As well as tenants, landlords' own circumstances can sometimes change, and the bill includes strengthened rights to reclaim properties when it's necessary, for example to sell or move in. Tenants will benefit from a 12-month protected period at the beginning of a tenancy, during which landlords cannot evict them to move in or sell the property. Landlords will need to provide 4 months' notice when using these grounds, giving tenants more time to find a new home, and reducing the risk of homelessness.

In some sectors, it is necessary to move tenants on where accommodation is intended for a particular purpose, for example where the current tenant may no longer need the accommodation or is no longer eligible to occupy it. We will therefore introduce a limited number of possession grounds to ensure there is an adequate supply of properties in vital sectors such as temporary and supported accommodation, and for critical housing schemes such as 'stepping stone' accommodation.

To support compliance with requirements introduced elsewhere by the bill, we will prevent landlords gaining possession if they have not properly protected a tenant's deposit or registered their property on the private rented sector database. We will ensure landlords are always able to rectify non-compliance, so they are not prevented from regaining possession indefinitely. These restrictions will not apply to antisocial behaviour grounds.

Rent increases

In line with the government's manifesto, we will empower private rented sector tenants to challenge unreasonable rent increases. This will prevent unscrupulous landlords using rent increases as a backdoor means of eviction, while ensuring rents can be increased to reflect market rates.

In future, all rent increases in the private rented sector will be made using the same process. Landlords will be able to increase rents once per year to the market rate – the price that would be achieved if the property was newly advertised to let. To do this, they will need to serve a simple 'section 13' notice, setting out the new rent and giving at least 2 months' notice of it taking effect.

If a tenant believes the proposed rent increase exceeds market rate, they can then challenge this at the First-tier Tribunal, who will determine what the market rent should be.

We will reform how the Tribunal works to ensure tenants feel confident in challenging poor practice and enforcing their rights. Currently, tenants face the risk that the Tribunal may increase rent beyond what the landlord initially proposed – we will end this, so tenants never pay more than what the landlord asked for. We will also end the practice of backdating rent increases – with the new rent instead applying from the date of the Tribunal determination – to ensure tenants are not unexpectedly thrust into debt. And, in cases of undue hardship, we will give the Tribunal the power to defer rent increases by up to a further 2 months.

To ensure tenants always have a right of appeal, and prevent backdoor evictions, rent increases by any other means – such as rent review clauses – will not be permitted. This will also ensure all parties are clearer on their rights and responsibilities.

Implementation

To end the scourge of section 21 evictions as quickly as possible, we will introduce the new tenancy for the private rented sector system in one stage. On this date the new tenancy system will apply to all private tenancies - existing tenancies will convert to the new system, and any new tenancies signed on or after this date will also be governed by the new rules. Existing fixed terms will be converted to periodic tenancies, and landlords will no longer be able to serve new section 21 or old-style section 8 notices to evict their tenants. This single date will prevent a confusing 2-tier system, and give all tenants security immediately.

We will work closely with all parts of the sector to ensure a smooth transition to the new system, and will provide sufficient notice ahead of implementation. The bill makes specific provision to ensure a smooth transition and avoid unnecessary ‘cliff edges’, for example maintaining the validity of rent increases and notices served prior to implementation.

We remain committed to abolition of section 21 in the social rented sector too. While our intention is to do this as quickly as possible, we consider it necessary to update our Direction to the Regulator of Social Housing so that they can update their Tenancy Standard. This will ensure it is clear what registered providers must do under the new system. As this requires a statutory consultation process, we will apply the new system to social tenancies (where the landlord is a private registered provider of social housing) at a later date.

Assured shorthold tenancies are typically only used in the social sector where there was an expectation that a tenancy would be for the short-term. As such, the majority of social tenants already enjoy secure assured tenancies, which have greater security and do not allow the use of section 21.

Table 1: Grounds for possession

Ground		Summary	Notice period
Mandatory grounds			
1	Occupation by landlord or family	The landlord or their close family member wishes to move into the property. Cannot be used for the first 12 months of a new tenancy.	4 months
1A	Sale of dwelling-house	The landlord wishes to sell the property. Cannot be used for the first 12 months of a new tenancy.	4 months
1B	Sale of dwelling-house under rent-to-buy	The landlord is a private registered provider of social housing and the tenancy is under a rent-to-buy agreement.	4 months
2	Sale by mortgagee	The property is subject to a mortgage and the lender exercises a power of sale requiring vacant possession.	4 months
2ZA	Possession when superior lease ends	The landlord's lease is under a superior tenancy that is ending. Can only be used by	4 months

Ground	Summary	Notice period	
2ZB	Possession when superior lease ends	private registered providers of social housing, agricultural landlords, a person who held the dwelling for the purposes of making it supported accommodation or a company majority owned by a local authority. The landlord's lease is under a superior tenancy that is coming to an end or has ended. Can only be used if the superior lease was for a fixed term of over 21 years.	4 months
2ZC	Possession by superior landlord	After a superior tenancy ends, the superior landlord becomes the tenant's direct landlord and seeks to take possession. Can only be used where the intermediate landlord prior to reversion was a private registered provider of social housing, agricultural landlord, a person who held the dwelling for the purposes of making it supported accommodation or a company majority owned by a local authority.	4 months
2ZD	Possession by superior landlord	After a superior tenancy ends, the superior landlord becomes the	4 months

Ground		Summary	Notice period
		<p>tenant's direct landlord and seeks to take possession. Can only be used where the superior lease was for a fixed period of over 21 years and has expired, or within a 12 month period of the fixed term expiry date, if the fixed term has been ended early. Or if the superior tenancy comes to an end after the expiry of the fixed term as a result of a valid notice.</p>	
4	Student accommodation	<p>In the 12 months prior to the start of the tenancy, the property was let to students. Can only be used by specified educational establishments.</p>	2 weeks
4A	Properties rented to students for occupation by new students	<p>A property is let to full-time students and is required for a new group of students in line with the academic year.</p>	4 months
5	Ministers of religion	<p>The property is held for use by a minister of religion to perform the duties of their office and is required for occupation by a minister of religion.</p>	2 months
5A	Occupation by agricultural worker	<p>The landlord requires possession to house someone who will be employed by them as an agricultural worker.</p>	2 months

Ground		Summary	Notice period
5B	Occupation by person who meets employment requirements	A private registered provider of social housing holds the property for use by tenants meeting requirements connected with their employment and it is required for that purpose (and the current tenant does not fulfil those requirements).	2 months
5C	End of employment by the landlord	Previously ground 16 (expanded). The dwelling was let as a result of the tenant's employment by the landlord and the employment has come to an end OR the tenancy was not meant to last the duration of the employment and the dwelling is required by a new employee.	2 months
5D	End of employment requirements	A private registered provider of social housing, included an employment requirement in the tenancy agreement that the tenant no longer fulfils (e.g., key worker).	2 months

Ground		Summary	Notice period
5E	Occupation as supported accommodation	The property is held for use as supported accommodation and the current tenant did not enter the tenancy for the purpose of receiving care, support or supervision.	4 weeks
5F	Dwelling-house occupied as supported accommodation	The tenancy is for supported accommodation and one of the circumstances set out in the ground, making the accommodation no longer viable or suitable for that tenant, has occurred.	4 weeks
5G	Tenancy granted for homelessness duty	The property has been used as temporary accommodation for a homeless household, under s193 of the Housing Act 1996, and a local housing authority has notified the landlord that the tenancy is no longer required for that purpose. The landlord can only use this ground if within 12 months of the date of the notice from the local housing authority.	4 weeks
5H	Occupation as 'stepping stone accommodation'	A registered provider of social housing or a charity lets to a tenant meeting eligibility criteria (e.g., under a certain age) at "affordable rent", to help	2 months

Ground		Summary	Notice period
6	Redevelopment	<p>them access the private rented sector and/or transition to living independently, and the tenant no longer meets the eligibility criteria, or a limited period has come to an end.</p> <p>The landlord wishes to demolish or substantially redevelop the property which cannot be done with the tenant in situ. Various time limits and/or notice requirements exist for this ground depending on the circumstances. The landlord and tenancy must be of the kind listed in the table.</p>	4 months
6A	Compliance with enforcement action	<p>The landlord is subject to enforcement action and needs to regain possession to become compliant.</p>	4 months
7	Death of tenant	<p>The tenancy was passed on by will or intestacy. Possession proceedings must begin no later than 12 months after death or, if the court directs, after the date on which the landlord became aware of the death.</p>	2 months
7A	Severe ASB/Criminal Behaviour	<p>The tenant has been convicted of a type of offence listed in the ground, has breached a relevant order put in</p>	Landlords can begin proceedings immediately

Ground		Summary	Notice period
7B	No right to rent	place to prevent anti-social behaviour or there is a closure order in place prohibiting access for a continuous period of more than 48 hours.	2 weeks
8	Rent arrears	The tenant has at least 3 months' (or 13 weeks' if rent is paid weekly or fortnightly) rent arrears both at the time notice is served and at the time of the possession hearing.	4 weeks
Discretionary grounds			
9	Suitable alternative accommodation	Suitable alternative accommodation is available for the tenant	2 months
10	Any rent arrears	The tenant is in any amount of arrears	4 weeks
11	Persistent arrears	The tenant has persistently delayed paying their rent,	4 weeks
12	Breach of tenancy	The tenant is guilty of breaching one of the terms of their tenancy agreement (other than the paying of rent).	2 weeks

Ground		Summary	Notice period
13	Deterioration of property	The tenant has caused the condition of the property to deteriorate.	2 weeks
14	Anti-social behaviour	The tenant or anyone living in or visiting the property has been guilty of behaviour causing, or likely to cause, nuisance or annoyance to the landlord, a person employed in connection with housing management functions, or anyone living in, visiting or in the locality of the property. Or the tenant or a person living or visiting the property has been convicted of using the premises for illegal/immoral purposes, or has been convicted of an indictable offence in the locality.	Landlords can begin proceedings immediately
14A	Domestic Abuse	A social landlord wishes to evict the perpetrator of domestic violence if the partner has fled and is unlikely to return.	2 weeks
14ZA	Rioting	The tenant or another adult living at the property has been convicted of an indictable offence which took place at a riot in the UK.	2 weeks

Ground		Summary	Notice period
15	Deterioration of furniture	The tenant has caused the condition of the furniture to deteriorate.	2 weeks
17	False statement	The tenancy was granted due to a false statement made knowingly or recklessly by the tenant or someone acting on their instigation.	2 weeks
18	Supported accommodation	The tenancy is for supported accommodation and the tenant is refusing to engage with the support.	4 weeks

Frequently asked questions

How does a private landlord currently evict a tenant?

- Under the Housing Act 1988, landlords must serve a legal notice to end a tenancy. If the tenant does not leave, the landlord must go to court, which can instruct bailiffs to enforce eviction.
- Currently, a landlord can evict a tenant without providing any reason – a section 21 eviction. This requires the landlord to give the tenant 2 months' notice. After this, it is always mandatory for the court to order eviction of the tenant if the tenant does not leave during the notice period.
- Landlords may also seek possession using section 8 grounds – a list of circumstances defined in law in which a landlord can evict a tenant, for example due to rent arrears. If a tenant does not leave during the notice period, a landlord must prove to a court that the ground applies.

What problems are the reforms intended to solve?

- Section 21 means more than 11 million renters in England live day in, day out with the knowledge that they could be uprooted from their home with

little notice and minimal justification. This can impact their ability to work or attend school and puts them at risk of homelessness.

- Section 21 also means a significant minority of tenants are forced to live in substandard accommodation due to a fear that, if they complain, their landlord can simply evict them in retaliation.
- Fixed terms mean tenants are locked in, and must pay rent regardless of whether the property is fit to live in – giving unscrupulous landlords no incentive to complete repairs. They also remove flexibility for both parties to respond to changes in personal circumstances, for example if a tenant wants to move to take up a new job.
- Existing tenancy legislation is extremely complex, and tenants and landlords can struggle to understand their rights and responsibilities. Introducing a simpler, more standardised system will help everyone act within the law.

What security does a tenant have under the new system?

- The bill will protect tenants from section 21 evictions, and mean landlords can only end tenancies in specific circumstances set out in law, including where the tenant is at fault or if the landlord needs to sell.
- Tenants will benefit from a 12-month protected period at the beginning of a tenancy, during which landlords cannot evict them to move in or sell the property. Landlords will need to provide 4 months' notice when using these grounds, giving tenants more time to find a new home.
- We are also expanding protections for tenants who temporarily fall into rent arrears by increasing the mandatory threshold for eviction to 3 months' arrears from 2 months, alongside other measures.

How will a landlord regain possession in future?

- The Renters' Rights Bill will abolish section 21 evictions, meaning landlords must instead use a section 8 ground for possession – these are specific circumstances in which a landlord can regain possession.
- The bill will ensure landlords enjoy robust grounds for possession. The grounds for possession are outlined in 'Table 1' above and cover all circumstances when it is reasonable for a landlord to take their property back.
- To regain possession, landlords will serve notice in the prescribed form, giving at least the required notice period to the tenant. As in the current system, landlords will need to go to court if a tenant does not leave and provide evidence that the ground applies.

How will a tenant end a tenancy once the reforms are implemented?

- A tenant will be able to end a tenancy by giving 2 months' notice. The end date of the tenancy will need to align with the end of a rent period.

What evidence will a landlord need to provide?

- If a tenant does not leave when an eviction notice is served, a landlord will need to provide evidence in court to prove the relevant ground applies. We will issue guidance to support landlords with this.
- Courts are best placed to interpret the available evidence depending on the facts of the case, and we do not wish to restrict this role in legislation. As an example, a landlord might show they have instructed an estate agent and solicitor if they wished to prove they were selling a property.

Will a landlord be able to increase rents in the new system?

- The government does not support the introduction of rent controls, and nothing in the bill restricts landlords raising rents in line with market prices.
- In the new system, all private rented sector rent increases will be made via the statutory 'section 13' process, as amended by the bill. This requires a landlord to complete a simple form, which will be published on GOV.UK, and serve this on the tenant.
- Once the form is served, the landlord will not have to take further action. If the tenant accepts the proposed rent increase, they simply need to pay the new amount on the next rent day.
- A tenant can dispute the increase by applying to the First-tier Tribunal, if they think it is above market rate. This must be before the starting date of the proposed new rent and tenants should notify their landlord that they are doing so. The bill makes changes to the Tribunal system to support tenants in challenging unreasonable rent increases.
- Landlords for social rented tenants who meet the definition of "relevant low-cost tenancies" (as defined in the bill) will retain the current mechanisms for increasing rent. This includes increasing the rent at any point in the first 52 weeks of a tenancy and using review clauses within a tenancy to increase the rent, as they can at present.

When will the tenancy reforms be implemented?

- We will introduce the new tenancy system for the private rented sector in one stage. On this date, the new tenancy system will apply to all private tenancies - existing tenancies will convert to the new system, and any new tenancies signed on or after this date will also be governed by the new rules.
- A one-stage implementation will prevent a confusing 2-tier system, and give all tenants security immediately. We will provide the sector with

sufficient notice of the system taking effect, and work closely with all parties to ensure a smooth transition.

- For tenancies where the landlord is a private registered provider of social housing, we will implement the new system at a later date. This is to allow time to update our Direction to the Regulator of Social Housing so that they can update their Tenancy Standard – this requires a statutory consultation process.

How will the new system affect the county court?

- As now, landlords will only need to go through the courts in a small minority of cases where a tenant doesn't leave at the end of a notice period. Ultimately, we expect our rental reforms to reduce demand on the courts because only cases where there is a clear, well-evidenced ground for possession will be able to proceed.
- We want to ensure that wherever possible court action is the last resort. The Renters' Rights Bill makes provision for the ombudsman to provide landlord-initiated mediation, enabling disputes to be resolved before they escalate to court. We are working with the Ministry of Justice to explore further options for early dispute resolution.
- However, where a dispute cannot be resolved through other methods, the involvement of the courts will continue to be a necessary part of the possession process, to ensure that landlords have proper grounds for proceeding. The Ministry of Housing, Communities and Local Government is working with the Judiciary, the Ministry of Justice and HM Courts and Tribunals Service to ensure that the county court is prepared for the changes to the tenancy system.
- We will continue to work towards digitising the possession process so that, when court action is required, it is more efficient and easier for landlords and tenants to understand.

How will non-PRS sectors be affected by the new system?

- The new tenancy system will be used by landlords outside the private rented sector – including private registered providers (PRPs) of social housing (typically housing associations) and providers of supported accommodation, as well as landlords providing temporary accommodation to homeless households.
- The reforms will apply to PRPs, in much the same way as private landlords. This will ensure social tenants have the same protections and flexibilities as those living in the private rented sector.
- In some sectors, it is necessary to move tenants on where accommodation is intended for a particular purpose, particularly where the current tenant may no longer need the accommodation or is no longer eligible to occupy it.

- We will therefore introduce a limited number of possession grounds to ensure there is an adequate supply of properties in these sectors. This includes vital sectors such as temporary and supported accommodation, and for critical housing schemes such as ‘stepping stone’ accommodation.

Private Rented Sector Landlord Ombudsman

The government will introduce a new Private Rented Sector Landlord Ombudsman Service, which all private landlords in England with assured or regulated tenancies will be required by law to join, including those who use a managing agent.

Tenants will be able to use the service for free to complain about a landlords’ actions or behaviours. The service will offer fair, impartial and binding resolution for tenants, and will have powers to compel landlords to issue an apology, provide information, take remedial action, and/or pay compensation. The service will also benefit landlords by resolving tenant-initiated complaints in the quickest and most cost-effective way possible. Landlords will also have access to guidance and support from the ombudsman service to help them improve their complaint handling practices.

The bill includes robust enforcement measures for the ombudsman service. Local councils will be able to take action against landlords who fail to join, or against anyone who markets a PRS property where the landlord is not registered. This will include civil penalties of up to £7,000 for initial breaches and up to £40,000 or criminal prosecution for continuing or repeated breaches. Tenants will be able to seek rent repayment orders against their landlord if the landlord commits an offence by persistently failing to join the ombudsman service.

Landlords will be required to comply with ombudsman decisions. Failure to comply may result in a landlord being expelled from the scheme and subsequent local council enforcement action, as outlined above. There will be a route for landlords to rejoin the ombudsman service if they take the necessary steps to become compliant.

Frequently asked questions

When will the ombudsman service be introduced and landlords be expected to sign up? Will they be expected to pay for membership?

- The ombudsman service will be introduced as soon as possible after Royal Assent. Landlords will be given notice of the date by which they will be required to sign up to the ombudsman service and sufficient time to make appropriate arrangements.
- We expect that landlords will likely be required to pay a small annual fee per PRS property. The ombudsman service will set this fee based on the costs of operating an effective service and we will work with them to make sure it is proportionate and good value.

How will a tenant challenge their landlord using the ombudsman service and what powers will it have to help tenants resolve their complaints?

- The ombudsman service will independently and impartially investigate tenant complaints. If the service determines that the landlord acted unreasonably or unprofessionally when handling a tenant's original complaint to the landlord, the ombudsman will be able to tell a landlord to take or cease taking an action, issue an apology or explanation, and/or award compensation to put things right. Landlords who are members of the ombudsman must abide by the ombudsman's decisions.
- We expect tenants will be able to contact the ombudsman online or by telephone and we will work to ensure that all tenants, including those who are vulnerable, can access the service.

What will tenants be able to complain to the ombudsman service about and will prospective and former, as well as current, tenants be able to make complaints?

- Broadly, the ombudsman service will consider complaints from tenants regarding actions, inactions or behaviours of a landlord which has caused harm or inconvenience. The types of complaint that the service will consider are not included on the face of the Renters' Rights Bill so the ombudsman can retain sufficient discretion to consider the individual circumstances of each complaint.
- When a property is marketed for letting, the landlord will be required to be a member of the ombudsman service. We will also expect landlords to remain members for a reasonable amount of time once they have stopped being a landlord.
- This is because things can go wrong for tenants at any point in the rental process, so it is reasonable for tenants to have the opportunity to seek redress for harm or inconvenience caused during the pre-letting period or at the end of a tenancy.

Will landlords be able to complain to the ombudsman about their tenants?

- No, it would be unprecedented and inappropriate for landlords to seek binding decisions from the ombudsman service, which is designed to protect consumer rights. Therefore, only tenants will be able to seek redress from the service.
- However, we are committed to ensuring that landlords, like tenants, have appropriate access to alternative dispute resolution. We are exploring options for landlord-initiated mediation for landlords to resolve issues with their tenants.

Will landlords who use an agent to manage their property need to join and how will tenants know where to complain if their landlord uses a managing agent?

- Yes. Landlords who use managing agents are still responsible for their own behaviour and still retain legal obligations to tenants – particularly around standards and repairs.
- Landlords and agents will remain responsible for their own actions and behaviours, as well as the respective services they have agreed and are legally bound to provide to tenants. Tenants and landlords will still be able to complain about agents and receive redress through the existing agent redress schemes.
- If the landlord and agent are both at fault, the provision for cooperation in the bill will allow the PRS Landlord Ombudsman to work with the existing agent redress schemes to conduct joint investigations and, where appropriate, issue joint decisions.

Which organisation will take on the role of the new ombudsman?

- The government will pursue the most appropriate route for designating or approving an ombudsman scheme to provide the best service for tenants and landlords.
- The administrator of the PRS Landlord Ombudsman Service will be appointed as soon as possible after the bill's provisions are commenced.

Private Rented Sector Database

The Renters' Rights Bill will introduce a new Private Rented Sector Database. All landlords of assured and regulated tenancies will be legally required to register themselves and their properties on the database and

could be subject to penalties if they market or let out a property without registering it and providing the required information.

The database will provide a 'one stop shop' for landlords allowing them to access relevant guidance through a single 'front door'. This will provide the basis for an effective service, helping landlords understand their obligations and demonstrate compliance. The database will also be used for communicating changes to requirements – ensuring landlords have access to simple up-to-date information about their responsibilities.

For tenants, the database will increase transparency and the information available before they decide to rent a property and throughout their renting journey. This will allow them to take effective action to enforce their rights and be aware when they can escalate issues with their property to their local council or the Private Rented Sector Ombudsman.

The database will provide local councils with more data about private rented sector properties. One of the biggest and most time-consuming barriers faced by local councils is identifying poor quality and non-compliant private rented sector properties and who owns them. The database will provide a trusted and consistent intelligence source which will remove unnecessary, frustrating administration, meaning council staff will be able to focus on enforcement against criminal landlords.

Frequently asked questions

How will a landlord sign up to the database and what happens if they don't?

- All landlords of assured and regulated tenancies will be legally required to register themselves and their properties on the database. They will be able to do this online.
- For those who are unable to register online, we will offer alternative offline ways for registrations to be processed.
- Landlords in breach of the duty to register on the database will not be able to get a possession order except if the ground under which possession is sought is ground 7A or ground 14 (tenant anti-social behaviour).
- Local councils will be able to take enforcement action against private landlords that fail to join the PRS Database. If a landlord lets or advertises a property without it first being registered on the database, they can be issued with a civil penalty of up to £7,000 by the local council. If a landlord repeatedly breaches the requirement, or if they commit a serious offence such as providing fraudulent information to the database,

they may be issued with a civil penalty of up to £40,000 or could face criminal prosecution.

Who will pay for the database? How much will it cost landlords?

- Landlords will be required to pay to register on the database. However, we will work to ensure that the fee is proportionate and good value.

What information will be available to the public on the database?

- We are still determining the exact information which will be available to the public and this will be set out in regulations. We are planning for this to include information related to property standards.
- We are committed to carefully balancing landlords' privacy concerns with private tenants' need to make informed decisions about their housing options when designing a new system. Tenants will be able to access necessary information in relation to their landlord and details of the property, but we do not envisage that all data will be publicly accessible.

How will the database interact with the Database of Rogue Landlords?

- We intend for the Private Rented Sector Database to replace the functionality of the Database of Rogue Landlords relating to private sector landlords.
- We will make certain details relating to offences viewable to tenants and prospective tenants. Opening up this information will ensure tenants can make a more informed rental decision – leading to a better rental experience. However, we will also ensure that this aim is proportionate to landlords' right to privacy.

Will the introduction of the database mean the end of selective licensing?

- Selective licensing remains a valuable tool when used appropriately and combined with other measures. It enables local authorities to target the improvement of standards and safety in areas suffering from issues such as poor housing quality, high levels of deprivation and anti-social behaviour. It has the ability to drive better outcomes for local residents, tenants and responsible landlords.
- Our plans to deliver a Database will provide access to information about privately rented properties and tackle one of the biggest and most time-consuming barriers faced by local councils when enforcing standards – identifying poor quality and non-compliant properties and who owns them.

- We will work with local councils to gather more information about their selective licensing schemes to ensure the schemes are continuing to deliver the intended outcomes.

When will the database be launched?

- The database is currently undergoing digital development and we aim for the service to be operational as soon as possible following the passage of primary and secondary legislation.
- The next stage of development will be the 'Beta phase', which will involve building and testing iterations of the service with key users. This testing phase will also inform the requirements for the content of the database which will be set out in regulations.
- We will continue to engage with stakeholders and users as we take forward the development of the service and we will conduct extensive testing of the new service ahead of the legal requirement for private residential landlords to register on the database coming into force.

Prohibiting rental discrimination

Rental discrimination against families with children or people who receive benefits have no place in a fair and modern housing market. Everyone in the private rented sector is entitled to a safe and decent home and prospective tenants should be considered on an individual basis.

The Renters' Rights Bill will take direct action to address rental discrimination practices in the private rented sector. It will address both overt discriminatory practices, such as 'No DSS' adverts, and situations where landlords or letting agents use other indirect practices in order to prevent someone entering into a tenancy.

Landlords and agents will continue to have the final say on who they let their property to and can carry out referencing checks to make sure tenancies are sustainable for all parties. They will be able to do this based on affordability, but not on the basis the prospective tenant has children or is in receipt of benefits.

We are introducing these protections in England and have worked closely with the Welsh and Scottish Governments to extend rental discrimination provisions to Wales and Scotland through the Renters' Rights Bill.

Frequently asked questions

Won't landlords just discriminate in less obvious ways?

- We are taking direct action to stop both overt discriminatory practices, such as 'no DSS' adverts, and indirect practices intentionally designed to prevent families with children or people who receive benefits from entering into a tenancy.
- We will work to ensure that tenants know their rights; landlords and agents understand what is expected of them; and local authorities have the resources and skills to enforce effectively.

What about if properties aren't suitable for children?

- Landlords and agents should consider applicants on their individual circumstances.
- A 1-bedroom flat for example might be suitable for a mother with a baby but not for a parent with 2 teenage children, where this level of occupancy would mean that rules on overcrowding were breached.
- It will be for those letting properties to consider whether excluding prospective tenants with children represents a proportionate means of achieving a legitimate aim and landlords would need to be able to evidence their decision on a case-by-case basis.

My mortgage/ lease says I can't let to those in receipt of benefits or with children, what happens then?

- Our measures ensure that terms in mortgages and superior agreements which restrict the letting of a property to private renters without children or who receive benefits are of no effect, preventing any breach of contract where a landlord fails to fulfil them.
- Therefore, a landlord cannot be compelled to discriminate by their mortgage or superior landlord agreement.
- A superior landlord may only include restrictive terms on letting to those with children if it is a proportionate means of achieving a legitimate aim.

My insurance contract says I can't let to those in receipt of benefits or with children. What should I do?

- Existing insurance contracts that begin before the legislation comes into force will be exempt from the provisions until the insurance contract comes to an end or is renewed.
- Many insurance companies already offer services to landlords who rent to tenants with children or receiving benefits.

- Any restrictive terms in a new insurance contract following the legislation coming into force will be of no effect, preventing any breach of contract.

When will you implement the rental discrimination prohibition?

- Following Royal Assent of the Renters' Rights Bill, we will allow time for a smooth transition to the new system. We will support tenants, landlords and agents to understand and adjust to the new rules, while making sure that people who receive benefits and families with children can benefit from the reforms as soon as possible.
- We are engaging with the sector on the implementation of the rental discrimination provisions and will provide more information in due course.

How will this be enforced in England?

- We are giving local councils powers to impose civil penalties on landlords and anyone acting directly or indirectly on their behalf up to £7,000 for breaches. Those issued with a financial penalty will be able to appeal the penalty at the First-tier Tribunal.
- Landlords and letting agents can receive multiple penalties for continued and repeat breaches.
- Our enforcement system will keep all routes to justice open for tenants. Prospective tenants will be able to pursue a breach through their local council or through the courts and seek redress through the new Private Rented Sector Ombudsman and letting agent redress schemes.

Which nations do the rental discrimination provisions apply to?

- We are introducing these protections in England and have worked closely with the Welsh and Scottish Governments to extend the rental discrimination provisions to Wales and Scotland through the Renters' Rights Bill.
- As housing is devolved and enforcement mechanisms vary, the penalty for a breach of rental discrimination provisions in Wales and Scotland will be a criminal offence in line with the wider housing framework of the devolved administrations.

Rental bidding

The Renters' Rights Bill will end the unfair practice of pitting renters against each other in bidding wars. By outlawing rental bidding, we will level the playing field for renters and crack down on the minority of unscrupulous

landlords who make the most of the housing crisis by forcing tenants to bid for their properties.

Once enacted, the Renters' Rights Bill will require landlords and letting agents to publish an asking rent for their property. It will also prohibit them from asking for, encouraging, or accepting any bids above this price.

By directly tackling rental bidding, the Renters' Rights Bill will improve the experiences of prospective tenants across England and ensure that the exploitative approach currently taken by a minority of unscrupulous landlords is ended for good.

Frequently asked questions

Won't this just encourage landlords to leave the market?

- The majority of landlords do not currently encourage rental bidding and the government does not expect these reforms to have a destabilising effect on the rental market.

When will you implement the rental bidding prohibition?

- Following Royal Assent of the Renters' Rights Bill, we will allow time for a smooth transition to the new system. We will support tenants, landlords and agents to understand and adjust to the new rules, while making sure that prospective tenants can benefit from the reforms as soon as possible.
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Will local government be funded to enforce the rental bidding provisions?

- The government will carry out a New Burdens exercise to analyse the financial implication on local government of implementing and administering these provisions.
- In line with the New Burdens doctrine, the government will fully fund the cost of any additional duties on local government.

Which nations do the rental bidding provisions apply to?

- Housing is a devolved matter. The rental bidding provisions apply only in England.

Renting with pets

Pets can bring a huge amount of joy to their owners. We are committed to supporting responsible pet ownership in the private rented sector. The Renters' Rights Bill will ensure landlords do not unreasonably withhold consent when a tenant requests to have a pet in their home, with the tenant able to challenge unfair decisions.

We know that some landlords are concerned about potential damage caused by pets. That is why the Renters' Rights Bill will allow landlords to require insurance covering pet damage. This will provide landlords with reassurance that any damage caused by a pet can be taken care of, and that the responsibility for preventing and resolving damage caused by a pet will fall to the tenant.

We will publish guidance for landlords and tenants before the new rules come into effect.

Frequently asked questions

What is a reasonable reason for a landlord to refuse a tenant having a pet?

- Landlords will be required to fully consider all requests on a case-by-case basis. Due to the diversity of landlords, tenants, and properties in the private rented sector, it would not be possible to legislate for every

situation where a landlord would or would not be able to 'reasonably' refuse a pet.

- It will always be reasonable for a landlord to refuse a request when their superior landlord prohibits pets. We will provide guidance to landlords and tenants to support decisions.

What happens if a landlord unreasonably refuses?

- Where a tenant feels that a landlord has unreasonably refused their request, they will be able to escalate their complaint to the Private Rented Sector Ombudsman or they could take the case to court.
- A final decision will be based on the evidence provided by both parties.

What happens if a pet damages a property?

- We are amending the Tenant Fees Act 2019 so that landlords can require insurance to cover any damage caused by pets living in the property. If the landlord takes out the insurance, those reasonable costs will be recoverable from the tenant.
- Tenants also pay a tenancy deposit which can be used for damages although landlords should not attempt to recover costs twice for the same damage.
- In the very rare cases where the insurance and deposit do not cover the cost of the damage, a landlord could take the tenant to court to recoup additional funds in line with wider rules in the sector.

Decent Homes Standard

Everyone deserves to live in a safe and decent home. This is why we are introducing a Decent Homes Standard (DHS) in the private rented sector for the first time. Applying a DHS to privately rented homes will ensure tenants benefit from homes that are safe and decent.

The Renters' Rights Bill will allow regulations to be made setting out DHS requirements for private rented sector homes and will provide local councils with effective and proportionate enforcement powers.

We know that the majority of landlords already provide decent housing and a good service for their tenants. The DHS will help landlords by clarifying requirements and establishing a level playing field, backed up by consistent enforcement.

Frequently asked questions

Which PRS properties will be required to meet the DHS?

- The DHS will apply to the vast majority of private rented homes, including all PRS homes let on assured tenancies. The standard will also apply to privately rented supported housing occupied both under tenancies and licences. This means that most tenants will benefit from the new standard.
- The bill also includes a power to extend the scope to include other types of tenancies and licences. This will allow us to respond to changes in the sector or evidence of poor condition in some PRS property types that are not covered by the standard.

How will the Decent Homes Standard be enforced?

- If a privately rented property fails to meet DHS requirements, the local council will have a range of enforcement mechanisms available. This includes, for example, issuing an improvement notice requiring the landlord to remedy the failure within a specified timescale.
- Landlords who fail to comply with enforcement action can be subject to a civil penalty or criminal prosecution. If such an offence is committed, the tenant or local council can also apply to the First-tier Tribunal for a rent repayment order.
- We will be introducing a legal duty on landlords to ensure their property meets the DHS. For landlords who fail to take reasonably practicable steps to keep their properties free of serious hazards, local councils will also have a new power to issue civil penalties of up to £7,000. This will incentivise all landlords to proactively manage and maintain the safety and decency of their properties.

Awaab's Law

No-one should be forced to live in a home that is unsafe. Following the tragic and avoidable death of 2-year old Awaab Ishak due to prolonged exposure to mould in his social rented home, the Manchester Evening News, Shelter and the Ishak family led a campaign for 'Awaab's Law'. This was introduced for social housing through the Social Housing (Regulation) Act 2023.

The Renters' Rights Bill will now extend Awaab's Law to privately rented homes. This will ensure that all renters in England are empowered to

challenge dangerous conditions and that all landlords must take swift action to make sure homes are safe.

The measures in the bill will allow new requirements to be set requiring private rented sector landlords to address hazards, such as damp and mould, within a specified time period. If landlords do not comply, tenants will be able to bring enforcement action against them through the courts.

Frequently asked questions

How will Awaab's Law be enforced in the private rented sector?

- In line with the approach taken for social housing, Awaab's Law will imply terms into private rented sector tenancy agreements. This means all private landlords will have to meet Awaab's Law requirements – for example, on timescales for dealing with hazards such as damp and mould – when these are set out in regulations.
- If landlords fail to comply, tenants will be able to challenge them through the court for breach of contract. If the court finds the landlord in breach, they will be able to order the landlord to take appropriate action and/or pay compensation.
- Seeking redress through the courts is not the only way that residents can challenge their landlords for breaches of Awaab's Law. Tenants may wish to complain to their landlord and, if they are not satisfied with the response, this could then be escalated to the new Private Rented Sector Landlord Ombudsman.

What timescales will be set for private landlords to carry out repairs? Will these be the same as for social housing?

- Everyone deserves a home that is safe, decent and secure, so it is only right that Awaab's Law protections should be in place for renters regardless of whether their homes are privately or socially rented.
- We recognise that there are differences between the private and social rented sectors. We will carefully consider how best to apply Awaab's Law to the private rented sector in a way that is fair, proportionate and effective for both tenants and landlords, and will consult on this. We will set out further detail on our plans in due course.

Enforcement and investigatory powers

The reforms we are introducing will be underpinned by an effective, consistent and proportionate enforcement framework. We are extending councils' powers to collect and retain revenue for future enforcement work from financial penalties against landlords who flout the rules.

Initial or minor non-compliance will incur a civil penalty of up to £7,000 and serious, persistent or repeat non-compliance a civil penalty of up to £40,000, with the alternative of a criminal prosecution.

We are providing councils with a range of new investigatory powers which will allow them to enforce our new reforms, including powers to require information from relevant persons and any persons and powers of entry to business and residential premises.

In accordance with the New Burdens Doctrine, we will ensure that, where necessary, the net additional costs that may fall on local councils as a result of our proposed reforms are fully funded.

Frequently asked questions

What's changing on enforcement?

- We're extending civil penalties and rent repayment orders, placing a new duty on councils to take enforcement action and enhancing their powers of investigation to make that easier.
- Local councils will be able to issue civil penalties against landlords who fail to comply with our reforms – for example if they fail to register on the Private Rented Sector Database or with the ombudsman or abuse the new grounds of possession.
- First or minor non-compliance will incur a civil penalty of up to £7,000 and serious or repeat non-compliance a civil penalty of up to £40,000.
- For serious and repeat non-compliance, local councils will alternatively be able to pursue a criminal prosecution with an unlimited fine.
- For the first time, local councils will also be able to issue civil penalties against landlords who evict their tenants illegally.
- We are extending rent repayment orders to superior landlords and to some of the new offences in the bill, increasing the maximum penalty to 2 years' rent and requiring repeat offenders to repay the maximum amount of rent.
- We are introducing enhanced investigatory powers that will make it easier for local councils to obtain financial information from landlords and third parties when seeking to build a case against landlords for suspected abuses.

- We are exploring a national framework for setting civil penalties based on clear culpability and harm considerations, supporting a consistent approach to civil penalty setting and reducing the likelihood of reductions on appeal.

What are the new investigatory powers?

- The Renters' Rights Bill introduces new investigatory powers to help to support local authorities tackle unscrupulous landlords.
- These powers are modelled on existing powers available for local trading standards, for example to support the enforcement of letting and estate agent legislation.
- The bill provides a power to require information from third parties such as banks, accountants and client money protection schemes, as an additional route to get vital evidence to build cases.
- It also includes the power to enter business premises and – in more limited circumstances – residential premises to obtain on-site evidence. Often essential evidence, such as email exchanges, text messages, bank statements and tenancy agreements, are held on business premises.
- These powers will be available for breaches relating to the new Bill and wider housing legislation.

Rent repayment orders

Rent repayment orders are an important and effective tenant-led enforcement tool. They deter landlords from non-compliance and empower tenants to take effective action against unscrupulous landlords. Rent repayment orders are also available to local authorities where the rent has been paid through Universal Credit or Housing Benefit.

We are introducing a package of measures to strengthen rent repayment orders. The measures will increase the deterrent effect of rent repayment orders, make them easier and more appealing for tenants and local authorities to pursue and expand them to cover more of the sector.

Frequently asked questions

What is a rent repayment order?

- A rent repayment order is a mechanism through which, currently, a landlord who has committed an offence can be ordered to repay an amount of rent to the tenant or local authority.
- Where a tenant believes their landlord has committed a listed offence, they can apply to the First-tier Tribunal for a rent repayment order. If the Tribunal is satisfied beyond reasonable doubt that the landlord has committed one of the listed offences, it can order the landlord to repay an amount of rent.
- Local authorities can also pursue rent repayment orders where the rent has been paid by Housing Benefit or Universal Credit.

Which offences can a rent repayment order be sought for?

- The bill will extend rent repayment orders to the offences of knowingly or recklessly misusing a possession ground, breach of a restriction on letting or marketing a dwelling-house, continued tenancy reform breach after imposition of a financial penalty, continued breach of landlord redress scheme regulations after imposition of a financial penalty for this breach, provision of false information to the PRS Database when purporting to comply with PRS Database regulations and continued failure to register with the PRS Database after imposition of a financial penalty for this breach.
- The offences a rent repayment order can already be sought for include violence for securing entry, eviction and harassment of occupiers, failure to comply with an improvement notice, control or management of an unlicensed house or HMO and breach of a banning order.

What's changing on rent repayment orders?

- We are extending rent repayment orders to superior landlords and company directors to ensure criminal rent-to-rent arrangements can be properly held to account.
- Rent repayment orders will apply to new offences in the bill, to ensure robust tenant-led enforcement and better compliance with the new system.
- Landlords who have previously been subject to enforcement action for an offence will be required to pay the maximum rent repayment order amount if they commit that offence again, to crack down on repeat offenders.
- The maximum amount of rent a landlord can be ordered to pay will double from 12 to 24 months, increasing the deterrent effect of rent repayment orders and making them more appealing for tenants and local authorities to pursue.
- We are extending the period in which a tenant or local authority can apply for a rent repayment order after the offence from 12 to 24 months, making

them easier for tenants and local authorities to pursue and helping prevent them from being timed out.

- Where a landlord has been convicted of or received a financial penalty for licensing offences or any of the relevant offences across the bill, they will be required to pay the maximum rent repayment order amount. This will ensure the deterrent effect is equally strong across all listed offences and that the deterrent effect is increased for the offences to which this provision did not previously apply.

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