

Renters' Rights Act 2025

A Guide for University Students

Frequently Asked Questions

This guide explains what the Renters' Rights Act 2025 means for you as a student renter in England. The Act introduces the biggest changes to renting law in a generation, giving tenants significantly more security and rights. The core reforms took effect from 1 May 2026.

This document is for general information only and does not constitute legal advice. If your situation is complex, please speak to your Students' Union adviser or Shelter.

Section 1: Understanding the Act

1. What is the Renters' Rights Act 2025 and what does it change?

The Renters' Rights Act 2025 is a major piece of legislation that transforms the rights of private renters in England. The government described it as 'the biggest leap forward in renters' rights in a generation.' Its headline changes include abolishing 'no-fault' evictions, replacing fixed-term tenancies with open-ended rolling agreements, capping rent increases to once a year, banning rental bidding wars, introducing a formal right to request a pet, and making it illegal for landlords to discriminate against tenants who receive benefits or have children. It also paves the way for a new Private Rented Sector (PRS) Database, a Landlord Ombudsman, and eventually a Decent Homes Standard for private rentals.

2. When did the Renters' Rights Act come into force?

The Act received Royal Assent on 27 October 2025. The first minor provisions (mainly giving local authorities new investigatory powers) came into force on 27 December 2025. The core tenancy reforms – including the abolition of Section 21 'no-fault' evictions, the move to periodic tenancies, rent increase rules, anti-discrimination protections, and pet rights – came into force on 1 May 2026. Further phases follow: the PRS Database and Landlord Ombudsman are being rolled out from late 2026, and the Decent Homes Standard for private rentals is not expected until at least 2030–2035.

3. Does the Act apply to all rental properties, including student accommodation?

Broadly yes, but with important exceptions. The Act applies to most private rented sector (PRS) tenancies in England. However, university-owned or managed accommodation is exempt – universities can continue to offer fixed-term tenancies and use existing possession procedures. Purpose-built student accommodation (PBSA) provided by private operators who are members of a government-approved code of practice (such as the ANUK/Unipol National Code) is also exempt from the main periodic tenancy regime, meaning those providers can continue to offer fixed-term agreements aligned to the academic year. If you rent privately – from a landlord who owns a house or flat – the Act's full protections apply to you.

4. Does the Act cover purpose-built student accommodation (PBSA) and university-managed halls?

University-managed halls are exempt from the Act's assured tenancy regime, so your university can still offer you a fixed-term licence or tenancy as before. Private PBSA providers (such as Unite Students, Vita Student, etc.) are also exempt, provided they are members of a recognised housing management code of practice (ANUK/Unipol). This exemption means those providers can continue to grant fixed-term tenancies aligned to the academic year and use simpler possession procedures at the end of the year. If your PBSA provider is not a member of an approved code, the full Act may apply to you – it is worth checking.

Section 2: Tenancy Types and Contracts

5. What is an Assured Shorthold Tenancy (AST) and does it still exist under the new Act?

An Assured Shorthold Tenancy (AST) was the most common type of private tenancy in England before the Act. It typically ran for a fixed term (usually 6 or 12 months), after which the landlord could evict a tenant without giving any reason using a 'Section 21' notice. From 1 May 2026, ASTs no longer exist for new or existing private rented sector tenancies. They have been replaced by Assured Periodic Tenancies (APTs), which have no fixed end date – meaning you can stay in your home for as long as you want, unless your landlord has a valid legal reason to ask you to leave.

6. What is a periodic tenancy and how does it differ from a fixed-term contract?

A fixed-term tenancy runs until a set end date – for example, 1 September to 31 August. A periodic tenancy, by contrast, rolls on indefinitely with no set end date, usually renewing month to month. Under the Act, all private rented sector tenancies become Assured Periodic Tenancies. This is much better for tenants: you cannot be asked to leave simply because a fixed term has ended. You can stay as long as you like, and you can end the tenancy yourself by giving two months' notice. Your landlord can only end the tenancy by proving a specific legal ground for possession under Section 8 of the Housing Act 1988.

7. My tenancy started before the Act came into force – am I protected?

Yes. The Act applies to both new and existing tenancies from 1 May 2026. If you had a fixed-term AST running at that date, it automatically converted to an Assured Periodic Tenancy. Existing rent review clauses in older tenancy agreements became void. Your landlord cannot use Section 21 to evict you, even if you signed your contract before the

Act came in. The transition was automatic – you did not need to do anything for these protections to apply.

8. Can my landlord still offer me a fixed-term tenancy agreement?

No – not for standard private rentals. From 1 May 2026, landlords cannot offer or enforce a fixed-term tenancy in the private rented sector. Any clause in a tenancy agreement that tries to create a fixed term is void. The only exceptions are university-owned accommodation and qualifying private PBSA (see Questions 3 and 4), where fixed-term arrangements can continue.

Section 3: Section 21 and Eviction

9. What was Section 21 and why has it been abolished?

Section 21 of the Housing Act 1988 allowed landlords to evict tenants at the end of a fixed-term tenancy without giving any reason – often called a 'no-fault' eviction. Critics argued it made renters deeply insecure, as they could be forced out simply for asking for repairs, complaining about conditions, or because a landlord wanted to sell. From 1 May 2026, Section 21 has been completely abolished. Landlords can no longer serve a Section 21 notice, and any notices already served could not be actioned after 31 July 2026.

10. On what grounds can a landlord now legally evict me?

Your landlord must now prove one of the specific legal grounds set out in Schedule 2 of the Housing Act 1988, as updated by the Renters' Rights Act. These grounds fall into two main categories: tenant-fault grounds (such as serious rent arrears, anti-social behaviour, or damage to the property) and landlord-need grounds (such as the landlord wishing to sell the property, move in themselves, or a family member moving in). Some grounds are 'mandatory' – meaning the court must grant possession if proven – while others are 'discretionary,' where the court weighs up the circumstances. Crucially, there are no longer any 'no reason needed' grounds.

11. How much notice does my landlord have to give me before I have to leave?

The notice period depends on the ground being used. For the most common landlord-need grounds – such as wanting to sell or move back in – landlords must give four months' notice. For some fault-based grounds, such as rent arrears, the notice period is shorter. Regardless of the notice served, your landlord must then apply to court for a possession order if you do not leave, and a court must approve the eviction. You do not have to leave your home until a court orders it.

12. What should I do if I receive an eviction notice?

Do not panic and do not move out immediately. An eviction notice is not the same as a court order – your landlord still has to go through the courts if you do not leave voluntarily. Check carefully which ground is being cited and whether the correct procedure has been followed. Seek advice as soon as possible from your Students' Union housing adviser, Citizens Advice, or Shelter. Keep all paperwork. If you believe the eviction is retaliatory (e.g., because you complained about repairs), there are specific legal protections available to you.

Section 4: Rent and Rent Increases

13. Can my landlord increase my rent whenever they want?

No. Under the Act, landlords in the private rented sector can only raise your rent once per year. They must use the statutory Section 13 notice procedure to do so, giving you at least two months' written notice of the proposed increase before it takes effect. Any rent review clauses that existed in older tenancy agreements became void from 1 May 2026 – your landlord cannot rely on those clauses to impose increases outside the statutory process.

14. What is the process a landlord must follow to raise my rent?

Your landlord must serve you with a formal Section 13 notice, which sets out the proposed new rent and the date it would come into effect. They must give you at least two months' notice before the increase kicks in. They cannot raise your rent more than once in any 12-month period. Importantly, there is no cap on how much they can increase it by – but they can only increase it to market rent levels, and you have the right to challenge an excessive increase.

15. Can I challenge a rent increase I think is unfair, and how?

Yes. If you receive a Section 13 rent increase notice and think the proposed rent is above the market rate for your area, you can apply to the First-tier Tribunal (Property Chamber) to have it assessed. The Tribunal will determine what the market rent for your property should be and your rent cannot be set above that level. If you apply within the time limits stated on the notice, the increase cannot take effect until the Tribunal issues its decision. The Tribunal can also delay the start of an increased rent by up to two further months in cases of genuine financial hardship.

16. What is the First-tier Tribunal and when would I use it?

The First-tier Tribunal (Property Chamber) is an independent body that resolves disputes between landlords and tenants. As a student renter, you are most likely to use it to challenge a rent increase you believe is above market rate. You can also use it if your landlord tries to impose an increase more than once a year, or if there is a dispute about your deposit. The process is designed to be accessible and is free for tenants to use in most circumstances.

Section 5: Deposits

17. Does the Act change anything about tenancy deposits?

The deposit cap and the requirement to protect your deposit in a government-approved scheme are unchanged – these rules were already in place before the Act. However, the Act strengthens enforcement: a court cannot make a possession order against you if your landlord has not properly protected your deposit in line with the rules. This gives the deposit protection requirement real teeth – a landlord who has failed to comply cannot evict you via the courts until the situation is rectified.

18. How much can my landlord charge as a deposit?

The deposit cap is unchanged by the Act. For most tenancies, your landlord can charge a maximum of five weeks' rent as a deposit if your annual rent is under £50,000, or six weeks' rent if your annual rent is £50,000 or more. Your landlord cannot ask for an additional pet deposit on top of this, even if you have a pet (see Question 25). Your deposit must be protected in a government-approved scheme (such as the DPS, MyDeposits, or TDS) within 30 days of receiving it, and you must be given the 'prescribed information' about the scheme.

19. What protections do I have to ensure I get my deposit back?

Your landlord must protect your deposit in a government-approved scheme and provide you with prescribed information about it. At the end of your tenancy, your landlord has a set period to return your deposit (minus any legitimate deductions for damage beyond normal wear and tear). If they fail to return it or make deductions you dispute, you can use your deposit scheme's free dispute resolution service, which will adjudicate based on evidence. If your landlord never protected the deposit in the first place, you may be entitled to compensation of one to three times the deposit amount – and as noted above, they also lose the ability to evict you through the courts until this is resolved.

Section 6: Repairs and Property Standards

20. What is the Decent Homes Standard and does it now apply to private rentals?

The Decent Homes Standard is a set of minimum quality requirements for rented homes – covering things like being free from serious hazards, being in a reasonable state of repair, and having reasonably modern facilities. It has applied to social housing for years. Under the Renters' Rights Act, it will eventually be extended to the private rented sector, but this is a Phase 3 reform and is not expected to be fully in place until 2030 at the earliest, and possibly as late as 2035. The Act creates the legal framework for it; secondary legislation will set the detail and timescales.

21. What are my landlord's legal obligations around repairs and maintenance?

Your landlord's core legal duties are unchanged by the Act but remain strong. Under the Landlord and Tenant Act 1985, your landlord must keep the structure and exterior of the property in repair, maintain the installations for water, gas, electricity, heating and hot water, and ensure the property is fit for human habitation. They must complete repairs within a reasonable time of being notified. From 1 May 2026, you are better protected against retaliatory eviction if you raise a repair issue – your landlord cannot use eviction as a threat to silence legitimate complaints.

22. What can I do if my landlord refuses to carry out repairs?

First, report the repair to your landlord in writing (email is fine) and keep a copy. If they do not act within a reasonable period, you can: report the issue to your local council's environmental health team, who have powers to inspect and order works; make a complaint to the future Private Rented Sector Ombudsman (from 2026/2027); or apply to court for a remedy. The Act strengthens enforcement powers for local councils, who can now impose civil penalties of up to £7,000 for a first breach and up to £40,000 for

repeat or serious offences. You should also be aware of your rights under the Homes (Fitness for Human Habitation) Act 2018, which allows you to take your landlord to court directly.

23. What is Awaab's Law and does it affect student renters?

Awaab's Law was named after two-year-old Awaab Ishak, who died in 2020 as a result of prolonged exposure to mould in his social rented home. The law – introduced for social housing in 2023 – requires landlords to address serious hazards like damp and mould within legally defined timeframes. The Renters' Rights Act will extend Awaab's Law to private rented sector homes, including student rentals. However, the specific timescales and enforcement mechanisms for the private sector are still being consulted on and have not yet been finalised. When in force, it will give you the legal right to demand swift action on damp, mould, and other serious hazards.

Section 7: Pets and Lifestyle

24. Can I now keep a pet in my rented accommodation?

From 1 May 2026, you have a formal legal right to request permission to keep a pet in your rented home. Your landlord must consider each request individually and cannot have a blanket 'no pets' policy. They have 28 days to respond, and any refusal must be based on reasonable grounds – for example, the property being unsuitable for the size of animal, a superior landlord (freeholder) prohibiting pets, or shared spaces in an HMO being unsuitable. If you believe a refusal is unreasonable, you can challenge it through the courts or (once launched) the Private Rented Sector Ombudsman. Note: this right to request applies once you are already a tenant – landlords can still advertise 'no pets preferred' and consider this when choosing between applicants at the outset.

25. Can my landlord charge me extra or ask for an additional deposit because of a pet?

No. The Act specifically prevents landlords from requiring you to take out pet damage insurance or charging an additional deposit on top of the standard deposit cap because you have a pet. The deposit cap remains at five or six weeks' rent (see Question 18) regardless of whether you have a pet. Some landlords may include a reasonable pet clause in the tenancy agreement, but they cannot financially penalise you beyond the standard deposit limits.

Section 8: Discrimination and Fair Access

26. Can a landlord refuse to rent to me because I receive financial support or a bursary?

From 1 May 2026, it is illegal for a landlord or letting agent to discriminate against you on the grounds that you receive benefits – including Universal Credit, housing benefit, student bursaries, or other forms of financial support. Landlords cannot refuse to show you a property, refuse to grant you a tenancy, or include terms that treat you less favourably because you receive benefits. Adverts saying 'no DSS' or 'working professionals only' are now unlawful. Landlords can still carry out affordability checks

and ask for references – but they must consider all your income, including any benefits, when assessing affordability.

27. Can a landlord refuse to rent to me because I am a student?

The Act does not explicitly make it unlawful to discriminate on the basis of being a student per se – student status is not a protected characteristic under the Equality Act 2010 either. However, many students receive benefits or bursaries, which are now protected. Additionally, landlords cannot discriminate against prospective tenants with children. If you believe you have been turned down for discriminatory reasons linked to a protected characteristic, seek advice from Citizens Advice or your Students' Union. In practice, 'no students' clauses remain legally permissible, though challengeable if they indirectly discriminate on other grounds.

Section 9: Practical and Local Support

28. Where can I get free advice if I think my landlord is breaking the law?

There are several places to turn. Your Students' Union housing adviser is often the best first port of call – they understand student-specific issues and local housing markets. Shelter runs a free national helpline and online advice service at shelter.org.uk. Citizens Advice has local drop-in centres and online guidance. Your local council's housing or environmental health team can investigate serious issues like unsafe conditions or illegal eviction. From late 2026/2027, the new Private Rented Sector Landlord Ombudsman will also provide a free, formal complaints route. You can also report issues to your local council, which now has strengthened enforcement powers and a duty to act.

29. What is a landlord ombudsman and how does the new scheme affect me?

A landlord ombudsman is an independent body that handles complaints about landlords – similar to ombudsmen that exist for financial services or energy companies. The Renters' Rights Act creates a mandatory Private Rented Sector (PRS) Landlord Ombudsman, which all private landlords must join. The scheme is being rolled out from late 2026. Once in place, if you have a complaint about your landlord and cannot resolve it directly, you will be able to refer it to the Ombudsman for free. The Ombudsman can investigate and can require landlords to apologise, take action, or pay compensation. A landlord who refuses to join or comply with the scheme can be fined.

30. Does the Act affect 'let agreed' properties I'm looking at right now?

If you are currently searching for accommodation and sign a tenancy agreement from 1 May 2026 onwards, the full protections of the Act will apply to you from day one. Rental bidding (landlords encouraging you to offer above the advertised rent) is banned. Landlords cannot ask for more than one month's rent in advance. Your tenancy will be a periodic one with no fixed end date, meaning you can stay as long as you need. If you signed a contract before 1 May 2026, your tenancy automatically converted to the new regime on that date anyway, so you are still covered.

– End of FAQ –

Get in touch for support

