



The Renters' Rights Act

A LUSU Rundown!

The Act is Here!

What is the Renters' Rights Act?

Approved in October 2025, this new law brings the biggest shake-up to private renting in England in almost 40 years. For students, the changes create a huge impact on the way current student housing operates

How does it affect me?

Depending on the type of accommodation you live in, the act can affect everything from tenancy lengths and deposit protection to your eviction rights. These changes will come into force on the 1 May 2026.

What are the different types of accomodation?



Private Accomodation

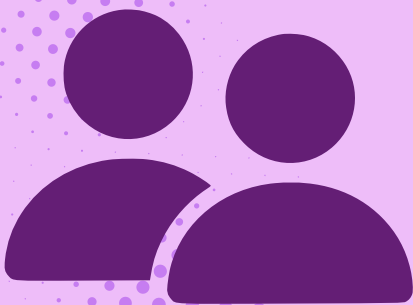
HMO - House in Multiple Occupancy

Living in a house with 3 or more unrelated students with shared facilities



Non-HMO Properties

Living in a smaller property with 1-2 people



Purpose Built Student Accommodation (PBSA)

PBSA can include:



University-owned halls covered by the ANUK/Unipol Code

University-owned halls covered by the Universities UK/Guild HE Code



Private student accommodation buildings covered by the ANUK/Unipol Code

Look out for:

an information leaflet sent from your landlord explaining what to expect from the act

Note:

Get in touch with the Advice Team if you are unsure whether your provider is a member of either code!

Section 21 and Ground 4a Evictions



What are they?

Section 21

The old rule where landlords could evict you without reason. This is to be abolished on the 1 May - after this date, landlords will have to prove they have a valid legal reason to evict you.

Ground 4a

a new, student specific, rule where, before you sign, a landlord will inform students that they plan to evict them later down the line to re-let the property to new students using a Ground 4a eviction notice. This will be given with 4 months' notice.

Note:

for this academic year, landlords will only need to give 2 months notice! However, it is unlikely that they will want to end your tenancy earlier than the original date



Why do these matter?

From 1 May, all tenancies for HMO and smaller properties only become rolling.

This means that

★ *Your tenancy will run month-to-month rather than having a fixed end date*

You will now have the power to terminate your own tenancy with two months' notice ★

★ *Your landlord may tell you (before you sign) that they plan to evict you using a Ground 4a eviction notice so that they can still rent to new students the following year*


Warning

if one tenant serves a two-month eviction notice, all other tenants will also be evicted unless otherwise agreed with landlord

Important


If your landlord does not inform you of a Ground 4a eviction, it is on you to serve notice two months prior to you leaving! You must do this the day before your rent is due so that you do not pay more than the 2 months' rent.

If you are currently in a fixed term contract




Your landlord may serve you a Section 21 eviction notice before they are abolished on the 1 May 2026 - While this may seem scary, they will likely just use the original end date of your tenancy.

If you do not get served a Section 21 eviction notice, you will be required to give two months' notice before you leave (this can be in line with your original tenancy end date, or earlier if agreed upon by all tenants).



For those in non-HMO properties (2 bed or smaller), a Ground 4A cannot be served as these are not technically student properties!



What this means for future tenancy signings?

If the landlord wants to use Ground 4a, you cannot sign your tenancy agreement more than six months before you move in.

For example: if you want to move in on the 1 September, you cannot sign your contract before 1 March – this means no more pressure to sign up for accommodation super early in the year!

If you have already signed for a 2026/27 property:

Your landlord will have one month from 1 May 2026 to inform you if they plan to utilise a Ground 4A eviction later in the year.

Leaving Your Room Early

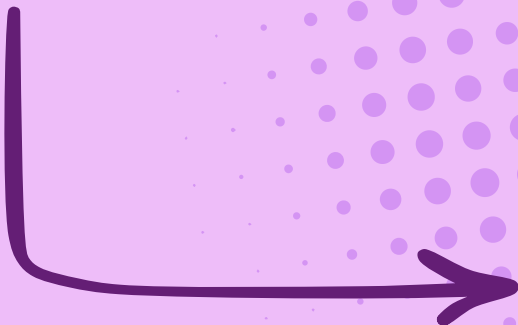


How to leave your tenancy early

If you are part of an HMO (private property of 3 or more unrelated students) you may be able to leave your tenancy early thanks to the new Renters' Rights Act which came into effect on the 1 May 2026.

How do I do this?

From 1st May 2026, if you live in a HMO or smaller property, you will have the power to end your tenancy early with three considerations in mind.



What are the considerations?

Three considerations

If one tenant decides to leave the tenancy early, all housemates will be evicted early too, meaning you should all reach an agreement before deciding to go ahead

You will be required to serve two months' notice before the date you plan to leave

You will need to serve your notice the day before your rent is due so that you don't end up paying more than the two months' rent

Note!

If you have a contract that hasn't commenced yet, you cannot serve notice until the first day of the tenancy agreement starting!

Why might I need to do this?

This can be useful for a range of students who want to save money:

Those who have early exams

Those who live a commutable distance and are not required on campus regularly in the final term

Those whose properties are in disrepair

Those who are in dispute amongst themselves

Getting a Pet



Getting a pet

You now have the right to request a pet!

Landlords can now only refuse a pet in HMO and smaller non-HMO properties with a valid reason.

However...

You can only place this request after you have moved in, and landlords can only say no if they have a good reason

Other reasonable refusals include

★ *The property is too small to accommodate a pet*

Another tenant having allergies/objecting to the pet ★

★ *The pet is illegal to own or classified as dangerous*

Consent is required from a superior landlord and refused ★

★ *The pet has behaviour or needs that the property is not suitable for*

Note

If you're thinking of getting a pet, do your research!

They can take a lot of work alongside studies, and student accommodation may not always be an appropriate place for them.

Leaving Your Room Early pt.2 (PBSAs)



Reminder: What is a PBSA?

Purpose Built Student Accommodation – buildings specifically designed and built to house students or halls of residence run by the University or private companies (e.g. Unite Students or iQ Student accommodation).

License Agreements

As PBSAs usually operate under a 'licence agreement' rather than a standard tenancy, your rights are slightly different!

What's changing?

PBSAs are largely exempt from the changes coming from the Renters' Rights Act. For example, fixed term contracts (tenancies with an end date) will still be allowed in PBSA's!

However...

Tenancies will change from 'Assured Shorthold' to 'Common Law' and different providers of student accommodation may be affected slightly differently and should give out their own guidance, if they haven't already!

Leaving a PBSA early

Though there are no changes in the current Renters' Rights Act, there are proposed changes that may come later such as:

★ A right to end your agreement with 4 weeks' notice if you're not accepted to your institution, or need to withdraw/suspend your studies for health reasons

New provisions for dealing with the death of an occupant ★

If you have any issue with your PBSA accommodation, the best thing to do is speak to our Advice Team as it can vary!

Getting your deposit back



It's your money!

Before the Renters' Rights Act your deposit already had to be protected in a government-approved scheme within 30 days of paying it – this is still the case!

How do I get my money back?

★ *When you move in and before moving out, take photos and videos of the condition you left the property in*

Contact your landlord/letting agency via email to request your deposit back – email means you have a record of your communication ★

Once agreed between the landlord/letting agent and yourself, you should receive your deposit back within 10 days.

When can a landlord withhold a deposit?

There are several situations where a landlord may take money from or not return your deposit, for example if:

★ *You owe rent*

You've damaged the property beyond normal wear and tear ★

★ *You have broken, or lost items from the inventory list*

Note

Reasonable wear and tear refers to things that naturally need replacing over time such as small scuffs on paintwork or furniture; damage beyond this may include carpet stains or large marks on walls!

Think you are being given the wrong amount of money?

Ask your landlord/letting agent for specific information such as:

★ How they worked out what to give back to you

What they are taking the money for



★ Which deposit protection scheme your deposit is with

If agreements still can't be met, you can contact the Advice team or the designated resolution service for your tenancy deposit protection scheme for specific support, as each situation may need different advice.

Keep in mind that some deposit protection schemes only give a 3-month window to access their dispute resolution service so it's important to act quickly once your tenancy has ended!