

# The UK Landlord's Guide to the Renters' Rights Act 2026

*What changed on 1 May 2026, what replaced  
Section 21 and a 10 point checklist to confirm  
your properties are compliant.*



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# Contents

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1. Why this guide exists
2. The headline change: Section 21 is gone
3. What replaced it: Section 8 grounds for possession
4. Rent increases under a periodic tenancy
5. Where EPC rules stand in 2026
6. Your 10-point compliance checklist
7. Next steps

*This guide is general information for UK residential landlords, correct to the best of our knowledge as of mid-2026. It is not legal advice — for a decision specific to your property or tenancy, speak to a solicitor or your letting agent.*

# 1. Why this guide exists

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The Renters' Rights Act came into force on 1 May 2026, and it's the biggest change to the private rented sector in a generation. Section 21 "no-fault" evictions are gone. Every assured shorthold tenancy became a periodic tenancy overnight. Rent increases now follow a different process.

Three months on, we're still fielding the same questions from landlords — both those who self-manage and those with an agent who hasn't walked them through it. This guide is our attempt to answer the most common ones in plain English, without the legal jargon.

Read it end to end, or jump straight to the checklist in section 6 if you just want to know where you stand.

## 2. The headline change: Section 21 is gone

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Section 21 "no-fault" eviction notices could not be served on or after 1 May 2026. If a valid Section 21 notice was already served before that date, it could still be used to apply to the court, but only up to 31 July 2026 — after that, it can no longer be relied on at all.

At the same time, fixed-term assured shorthold tenancies were abolished. Every existing AST automatically converted into an **assured periodic tenancy** on 1 May 2026, and any fixed term remaining on a contract simply ended. New tenancies signed from that date are periodic from the outset — there's no such thing as a new 6- or 12-month fixed term any more.

### What this means in practice:

You can no longer end a tenancy simply because a fixed term has expired — there is no fixed term.

Tenants can give notice to leave at any point (typically two months), rather than waiting for a term to end.

To regain possession yourself, you now need a valid ground under Section 8 of the Housing Act 1988 — covered next.

## 3. What replaced it: Section 8 grounds for possession

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From 1 May 2026, a Section 8 notice is the only route to recovering possession of a let property. Unlike Section 21, you must cite a specific, valid ground — and the notice period and evidence required depend on which ground you use. Citing the wrong ground, or one that doesn't apply to your circumstances, is the single most common reason a possession claim gets rejected or delayed.

| Ground                    | Typical use                                         | Type                             |
|---------------------------|-----------------------------------------------------|----------------------------------|
| Rent arrears              | Tenant owes a set amount of rent, usually 2+ months | Mandatory (if threshold met)     |
| Landlord wants to sell    | Genuine intention to sell the property              | Mandatory, notice period applies |
| Landlord/family moving in | You or a close family member will live there        | Mandatory, notice period applies |
| Anti-social behaviour     | Tenant causing nuisance or ASB to neighbours        | Discretionary, court decides     |

|                        |                                                              |               |
|------------------------|--------------------------------------------------------------|---------------|
| Property damage/breach | Tenant has damaged the property or broken tenancy terms      | Discretionary |
| Persistent late rent   | Repeated late payment, even if arrears are cleared each time | Discretionary |

*This is a simplified summary of the most commonly used grounds, not an exhaustive legal list. Evidence requirements and notice periods vary by ground and can change — always confirm the current position before serving a notice.*

**Practical tip: keep a paper trail from day one of any tenancy — rent statements, written warnings, complaint records. If you ever need to rely on a discretionary ground, the court wants to see evidence, not just your account of events.**

## 4. Rent increases under a periodic tenancy

With fixed terms gone, rent increases now follow the periodic tenancy rent review process rather than whatever was agreed in a fixed-term contract. In broad terms:

Rent can typically only be increased once every 12 months.

You must give the tenant formal written notice of a proposed increase, with a minimum notice period.

If the tenant disagrees, they have the right to challenge the increase (previously via a rent tribunal-style process) — a mechanism strengthened under the Act.

You cannot use the threat of a rent increase as a way to pressure a tenant to leave — this is explicitly addressed by the new rules.

If your existing tenancies still reference old fixed-term rent review clauses, it's worth checking those clauses against the current process before your next review date.

## 5. Where EPC rules stand in 2026

Separately from the Renters' Rights Act, Energy Performance Certificate (EPC) rules remain a live issue for landlords.

### Current position (mid-2026):

The Minimum Energy Efficiency Standard (MEES) still requires a minimum EPC rating of Band E for private rented properties.

Properties rated F or G cannot legally be let unless a valid exemption is registered on the PRS Exemptions Register.

Landlords must improve a sub-E property up to a cost cap (around £3,500 inc. VAT) or register an exemption.

Letting a non-compliant property without a valid exemption risks penalties of up to £5,000 per property.

### What's being proposed:

Government has signalled it wants to raise the minimum standard to Band C as part of its net-zero strategy. As of mid-2026, no legislation has been passed to confirm a new minimum or a deadline — but this has been under discussion for several years, and earlier proposed deadlines were dropped once

before. Landlords with properties currently below Band C should treat this as a “when, not if” and plan upgrades opportunistically (e.g. alongside other maintenance work) rather than waiting for a legal deadline to force the issue.

## 6. Your 10-point compliance checklist

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Confirm every tenancy has converted correctly to periodic status as of 1 May 2026.

Check you hold no outstanding Section 21 notices you're relying on past 31 July 2026.

Review your possession process: do you know which Section 8 ground you'd use for each property, if needed?

Check rent review clauses in older paperwork against the current periodic rent-increase process.

Confirm your EPC certificate is valid and check the current rating for every property.

For any property rated F or G, confirm you have a registered exemption or a plan to reach Band E.

Update your standard tenancy agreement template to remove references to fixed terms.

Check deposit protection and prescribed information are still correctly filed for every tenancy.

Review your record-keeping for rent payments and any tenant communications (useful evidence for discretionary grounds).

If you use a letting agent, ask them directly how each of the above has been handled for your properties.

## 7. Next steps

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If you've read this and you're confident on all ten points — great, you're in a small minority. If one or two gave you pause, that's completely normal, and it's exactly what we help landlords with every day.

We offer a **free, no-obligation portfolio review** for landlords in Surrey we'll check your current tenancies against the points in this guide, flag anything worth addressing, and talk through what full management with Robert Leech would look like, if that's of interest. No pressure, no cost.

**Book your free portfolio review → [\[www.robertleech.com\]](https://www.robertleech.com) | [\[01883 717272\]](tel:01883717272)**

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