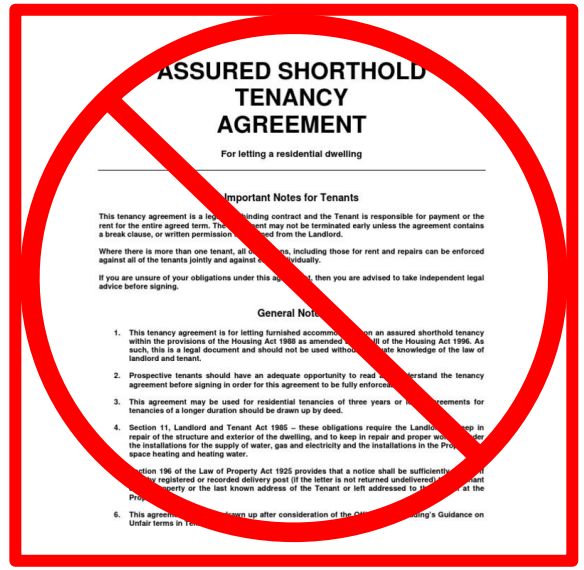
Kent Housing Group
The Voice of Housing in Kent

Renters Rights Bill

Abolition of section 21 notices and Assured Shorthold Tenancies

- All Assured Shorthold Tenancies will become Assured Tenancies.
- Will come into effect for all ASTs on the same day.
- Use of section 21 for “no fault” evictions will end. Section 21’s already issued will remain effective.
- Changes to grounds for possession, and length of some notices under section 8.
- No fixed terms. All tenancies will become periodic.


ASSURED SHORTHOLD TENANCY AGREEMENT

For letting a residential dwelling

Important Notes for Tenants

This tenancy agreement is a leg inding contract and the Tenant is responsible for payment or the rent for the entire agreed term. The ent may not be terminated early unless the agreement contains a break clause, or written permission ed from the Landlord.

Where there is more than one tenant, all ns, including those for rent and repairs can be enforced against all of the tenants jointly and against ividually.

If you are unsure of your obligations under this ag , then you are advised to take independent legal advice before signing.

General Not

1. This tenancy agreement is for letting furnished accomm on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended ill of the Housing Act 1996. As such, this is a legal document and should not be used witho ate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read derstand the tenancy agreement before signing in order for this agreement to be fully enforcea
3. This agreement may be used for residential tenancies of three years or l reements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlo ep in repair of the structure and exterior of the dwelling, and to keep in repair and proper wo der the installations for the supply of water, gas and electricity and the installations in the Pro space heating and heating water.

rtion 196 of the Law of Property Act 1925 provides that a notice shall be sufficient by registered or recorded delivery post (if the letter is not returned undelivered nant perty or the last known address of the Tenant or left addressed to at the Pro

6. This agreem rawn up after consideration of the O ding's Guidance on Unfair terms in Te

Grounds for possession- mandatory

Ground	Information	Notice period	Notes
1	Occupation by Landlord or family	4 months	Cannot re-let for 12 months. Cannot be used for first 12 months.
1A	Sale of property	4 months	Cannot re-let for 12 months. Cannot be used for first 12 months
1B	Sale of property- registered provider	4 months	Does not have to be subject to rent to buy
2	Sale by mortgage lender	4 months	
2ZA/2ZB	Possession when superior lease ends	4 months	
2ZC/2ZD	Possession by superior Landlord	4 months	
4	Student accommodation	2 weeks	Specified educational establishments only

Grounds for possession- mandatory

Ground	Information	Notice period	Notes
4A	Properties rented to students for occupation by new students	4 months	In line with the academic year
5	Ministers of religion	2 months	Properties held for this use
5A	Occupation by agricultural worker	2 months	Required to house an agricultural worker employed by the Landlord
5B	Occupation by person who meets employment requirements	2 months	Only RP's
5C	End of employment by Landlord	2 months	Employment come to an end or never meant for the duration of the employment
5D	End of employment requirements	2 months	Registered provider with an employment requirement in the tenancy which are no longer met
5E	Occupation as supported accommodation	4 weeks	Needed for supported accommodation and current tenant did not enter tenancy for this purpose

Grounds for possession- mandatory

Ground	Information	Notice period	Notes
5F	Property occupied as supported accommodation	4 weeks	Accommodation no longer viable or suitable for the tenant.
5G	Tenancy granted for homelessness duty	4 weeks	Where an AST would be granted and s193 duty owed.
5H	Occupation as “stepping stone” accommodation	2 months	Registered provider or charity lets the accommodation at affordable rent to help them access alternative accommodation, and eligibility criteria no longer met.
6/6A	Redevelopment	4 months	Demolition or substantial redevelopment which cannot be undertaken with the tenant in situ. Social Landlord should cover cost of reasonable removal expenses
6B	Compliance with enforcement action	4 months	New power for Courts to compel Landlords to pay compensation for damage or loss
7	Death of tenant	2 months	Proceedings must begin within 12 months of the death.

Grounds for possession- mandatory

Ground	Information	Notice period	Notes
7A	Severe ASB/criminal behaviour/closure order	Immediate	No possession order before 14 days
7B	No right to rent	2 weeks	If any tenant is ineligible for immigration purposes
8	Rent arrears	4 weeks	3 months or 13 weeks arrears both at the time of notice and possession hearing

Grounds for possession- discretionary

Ground	Information	Notice period	Notes
9	Suitable alternative accommodation	2 months	Social Landlord should cover cost of reasonable removal expenses
10	Any rent arrears	4 weeks	
11	Persistent arrears	4 weeks	
12	Breach of tenancy	2 weeks	Other than payment of rent
13	Deterioration of property	2 weeks	
14	Anti-social behaviour	Immediate	No possession order before 14 days
14A	Domestic abuse	2 weeks	Removal of perpetrator of domestic abuse where their partner has fled and is unlikely to return

Grounds for possession- discretionary

Ground	Information	Notice period	Notes
14ZA	Rioting	2 weeks	Tenant or another adult at the property are convicted of an indictable offence which took place at a riot in the UK
15	Deterioration of furniture	2 weeks	
17	False statement to obtain tenancy	2 weeks	
18	Supported accommodation and tenant refusing to engage with support	4 weeks	

Additional changes

- 12 month protected period before some mandatory grounds can be used. Does not apply to ASB related grounds.
- Tenants must give 2 months' notice to quit, unless otherwise agreed in writing by their Landlord.
- In cases of ASB, the Court are now compelled to consider if he person against whom the order is sought has co-operated with any attempt by the Landlord to encourage the conduct to cease.
- Court to have particular regard to the impact of behaviour on other occupiers in HMO’s.
- Deposits must be protected at the time possession is sought. Does not apply to ASB grounds.

Duties of Landlords

- Landlord or relevant person must not:
  - Let under a fixed term
  - Require or otherwise say that a tenancy has been bought to an end orally
  - Serve on a tenant a purported notice of possession
  - Rely on grounds for possession where there is no reasonable belief the grounds would be successful
  - Avoid giving a written tenancy agreement

Rent & rent in advance

- Rent can be charged monthly or less.
- Only 1 months' rent in advance can be provided. Additional rent to be returned at the end of a tenancy.
- Subject to a fine between £5,000 and £30,000.
- Rent in advance restrictions do not apply to Assured Tenancies secured under a Part 7 homelessness duty or to a Social Landlord.
- Ban on rental bidding- rent amount must be stated on the advert.

Rent increases & determinations

HM Courts & Tribunals Service

- Rent increases only undertaken via section 13 notice.
- Can be challenged at FTT.
- FTT can now determine notice validity.
- New rent level not payable until FTT outcome and can be deferred by 2 months by FTT.
- Rent amount determined by FTT set at market rent levels.
- FTT can no longer make an order for a rent amount higher than that requested by the Landlord.
- Affordable rent will be 80% of market rent, including service charge

PRS database

- Entries regarding persons who indent to be a Landlord, properties, banning orders, criminal offences, subject to financial penalties or regulatory action.
- Regulations to confirm how an entry is made, when, by whom and required documents
- Circumstances under which an entry becomes active or inactive determined in regulations.
- Requirement to keep active entries up to date.
- Fee charged for entry onto the database.
- Cannot market a property unless there is an active database entry. Landlords name must be on advertisements.
- Cannot obtain possession unless active on database. Does not apply to ASB grounds.

Right to request a pet

- Implied term to every assured tenancy (not social housing) that a tenant may keep a pet if they ask to do so, and with consent from the Landlord. Must include a description of the pet. Consent cannot be unreasonably refused- guidance to be produced.
- Consent to be agreed or refused in writing in 28 days unless:
  - A request for further information from the tenant is made within 28 days, then 7-day extension upon the additional material being received.
  - If information is requested from the tenant and not provided, then no response is required.
  - The Landlord requires permission from a superior Landlord, then 7 days after the response of the superior Landlord.
  - An agreed delay between the Landlord and tenant
- Implied term of the tenancy that if the Landlord requests either the tenant has insurance or pays reasonable costs for the Landlords insurance in writing, the tenant must comply.

Discrimination in the rental market

- No provision, criteria or practice to be in place to stop a person accessing a tenancy on the basis of:
  - Having children stay or visit a property
  - A person claiming benefits (including not taking benefits into account during financial assessments)
- Does not apply if it's a proportionate means of achieving a legitimate aim.
- Terms in mortgages preventing the above are of no effect.
- Terms of insurance policies preventing the above are of no effect either upon renewal, extension or in the case of new policies after the legislation is in effect.

Landlord redress scheme

- Introduction of a Private Rented Sector Ombudsman.
- Regulations created to compel a Landlord to be a member of the scheme.
- Allows for complaints by prospective, current or former tenants.
- Must be a member before marketing the property and remain a member for a period even when no longer a Landlord.
- Landlords likely to be required to pay a fee.
- Redress will include apologies, explanations, compensation or other actions.
- Regulations to determine how complaints should be handled, type of complaints etc.
- Landlords cannot complain about their tenants.

Financial penalties and criminal offences

Breach of Landlord duties

- £7,000 first offence
- £40,000 repeat offence

Discrimination

- £7,000
- Two or more persons can be jointly and severably liable

Rental bidding

- £7,000
- Two or more persons can be jointly and severably liable

Unlawful eviction or harassment

- £40,000 if convicted of an offence under Protection from Eviction Act

No membership of Landlord redress scheme

- £7,000
- £40,000 for a criminal offence- ongoing breach or multiple breaches

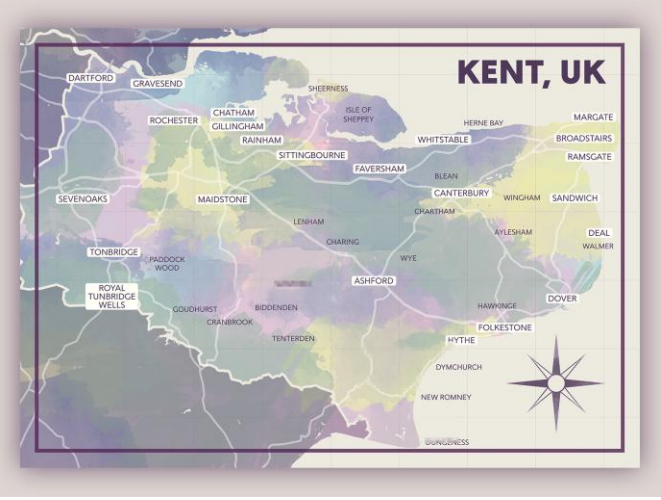
Not on Landlord database

- £7,000
- £40,000 for a criminal offence- ongoing breach or multiple breaches

Enforcement- new powers

- New investigatory powers.
- Power to enter business premises without a warrant with 24 hours' notice unless this may prejudice investigations.
- Power to compel the provision, creation and explanation of documents.
- Power to seize and detain documents as evidence.
- Limited power for a Specially Authorised Officer to enter a residential premises in the same way.
- Criminal offence to obstruct, fail to comply with requirements, fail to give information/assistance reasonably required and produce false/misleading documentation.

Enforcement- cross boarder duties



- General duty imposed on LA's to enforce the Landlord legislation.
- County Councils may also enforce using the same powers and notifications to the LHA apply.
- Can impose the legislation both inside and outside of their area.
- Where enforcement is being undertaken in respect of another local authority area, LA1 (the enforcing authority) must inform LA2 (the area in which it occurs) that is proposes to do so. LA2 is then relived of its duty to act.
- Where LA1 notifies LA2 of its intent but does not take the action referred to, LA1 must notify LA2. Where this happens, the duty to act sits with LA2.
- Where LA1 imposes a financial penalty in another area and the final notice imposing the penalty has not been withdrawn, LA1 must inform LA2 as soon as reasonably practicable if the period for bringing an appeal expires without an appeal being bought, an appeal against the penalty is withdrawn/abandoned or the final notice imposing the penalty is confirmed or varied on appeal.
- If relating to criminal proceedings, LA1 must notify LA2 as soon as reasonably practicable if that person is convicted of the offence.

Rent repayment orders

- Extension of RRO's to include:
  - Knowingly or recklessly misusing a possession ground
  - Breach of restriction on letting or marketing a property
  - Ongoing breaches in relation to tenancy reform
  - Landlord redress scheme continuing breaches
  - Provision or misleading information on the PRS database
  - Continuing breaches on PRS database
- RRO's can now cover up to 2 years of rent
- Still applicable for: use or threat of violence to enter, illegal eviction, harassment, failure to comply with improvement notice/prohibition order/banning order, unlicenced accommodation/HMO.

Changes to Part 7

- S193C duty has no effect beyond the ending of the relief duty. S193 still requires application.
- Ending s193 duty can no longer occur by “acceptance of an offer of an assured tenancy (other than an AST) by a private Landlord” (s193(6)(cc)).
- PRSO’s do not need to be for 12 months.
- No re-application duty within 2 years of a PRSO, and so no accommodation under s188(1A) (priority need disregard).
- Prevention duty owed where a s8 notice has been issued and expires within 56 days. As with s21, prevention duty cannot end upon expiry.

Guarantors following death of a tenant

- Guarantors will cease to be liable for rent where:
  - The sole tenant dies
  - In cases of joint tenants, all named tenants die
- In cases where the tenant was a family member, rent liability ceases upon their death, even in cases of joint tenancies.
- Family members include the following direct family or relations to spouse, civil partners or co-habitees of the guarantor:
  - Children/Grandchildren
  - Parents/Grandparents
  - Siblings
  - Nieces/Nephews
  - Aunts/Uncles
  - Cousins

Accommodation standards

- Decent homes standard extended to the private sector including HMO's and to accommodation secured under Part 7 for use as interim, temporary and discretionary accommodation.
- Application of 'Awaab's Law' to the sector.
- Improvement notices can now be served to either the landlord or superior landlord, depending on who the authority believe should undertake the action specified.

Renters' Rights Bill

A social landlord perspective

Sarah Anstey – Area Income Manager Town and Country Housing

Sarah Anstey

February 2025

Town & Country Housing
Peabody Group

What impact will the bill have on Social Landlords?

01

No fixed term tenancies

Private rented properties

Shared Owners

Starter tenancies

02

Changes to Possession Action

No Section 21 Notices

Forfeiture of lease for Shared Ownership properties.

03

Rent Increases

Section 13 for Market and Private Rent

Two months notice

04

Private Rented Housing

Decent Homes Standard

Awaab's Law

Private Sector Redress scheme

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Panic vs Reality

No fixed term tenancies	**Assured tenancies**
	How often do we take enforcement action against starter tenancies?
Possession Action	**We can take action using existing Notices**
	We can use other Grounds for Possession instead of s.21
	We're still expected to contact the Mortgage lender, who may clear any rent arrears

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Policies and Procedures

Arrears and Income

Rent Increase

Sharing with residents

Training for Colleagues

Reaching out to MPs/local Councillors

Next Step – what are we doing to prepare for the bill?

PROJECT GROUPS BUSINESS WIDE

PROJECT GROUPS FOR SPECIFIC AREAS OF THE BUSINESS

MONITORING THE BILL

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Thank you for listening and for sharing

If you have any comments or would like to share what's happening in your organisation, please contact me.

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Renters Rights Bill - Homelessness

Pros ✓

End of Section 21, no fault evictions - Last year alone, over 26,000 households were at risk of homelessness because of S21 notices.

Increased conditions of accommodation - 25% of Private Renters did not ask for repairs due to fear of possession action. 51% of Private Renters have experienced damps and/or mould in the last year.

Discrimination bans – It will be illegal for landlords to refuse to let to people claiming benefits.

Greater security in the rental market – All tenancies will become assured periodic tenancies.

Cons ❌

Potential spike in S21s being served prior to Act being enforced.

More landlords likely to exit the sector due to increased protection for tenants and increased conditions for accommodation – In the Southeast, 42% of positive accommodation outcomes (prevention and relief) are into the private rented sector.

Further Consideration...

Duty to Notify – Homelessness Team may become aware of landlords failing to meet accommodation standards, illegally re-letting accommodation or failing to register with the PRS database. Need to consider how homeless teams work alongside private sector housing and across the County.

Changes to Part 7 – Changes to part 7 regarding prevention duty, tenancy types and PRSOs.

Renters' Rights Bill

Key impacts on Kent local authority Private Sector Housing teams

Hazel Skinner & Clare Reynolds

Key impacts of:

- Tenancy Reforms
  - – Additional enforcement responsibilities, duty to enforce breaches
  - - Increasing demand of appropriately qualified officers
  - - Close working with homelessness teams
- Private Rented Sector Database
  - - Useful additional intelligence source
  - - Additional enforcement responsibilities, duty to enforce breaches
  - - Increasing demand of appropriately qualified officers
- Private Rented Sector Landlord Ombudsman
  - - How will this link with existing PSH enforcement?
- Decent Homes Standard, Awaab's Law
  - - Increased reporting requirements

How can we reduce the burden of the new legislation together?

- Collaboration between key Kent Housing sub-groups
- Kent wide policies
- Shared policies, protocols and procedures
- Shared training opportunities
- ?

KHG Renters Rights webinar – 13th March

- Summary of the legislation from Jonathan Hulley from Birketts
- Q&A
- Break out sessions focusing on impacts for
- Homelessness services
- Private sector housing
- Social landlords
- Supported housing

- Sharon Irvine will send invitation email to book up to 5 places per organisation