

Compliance Checklist

RRA · UK Property Portal

Not legal advice. This report presents official statistics for context. It is not a valuation of any property and not advice. This is a practical checklist, not a substitute for legal advice. Every item below is sourced and dated — check the live source before relying on it, since government guidance is amended and republished.

Before it starts

When the written statement must be given

The written statement of terms must be given BEFORE the tenancy is entered into — that is the general rule (section 16D(4)), not a grace period afterwards. The 28-day window is not a short list of exceptions: it applies wherever a tenancy BECOMES one this section covers — by succession (16D(5)(a)), as an assured agricultural occupancy (16D(5)(b)), on a change of landlord for a demoted tenancy (16D(6)), and in any other such case (16D(7)), which is a residual catch-all rather than a named case. The trigger date differs by route: for succession and agricultural occupancies it runs from the day the landlord acknowledges the tenant's right to a tenancy; for a demoted tenancy from the day the new landlord takes over; otherwise from the day the tenancy becomes assured. For an ordinary new letting there is no 28-day period at all. What the statement must contain is set by regulations rather than by the Act.

28 days only where a tenancy BECOMES assured — never on an ordinary new letting

Source: Housing Act 1988, section 16D (inserted by the Renters' Rights Act 2025, section 12) · as of 5 September 2026

£4,000

Written-statement penalty starting point

A written statement of terms must be given BEFORE the tenancy is entered into (section 16D(4)) — there is no 28-day grace period on an ordinary new letting. The 28-day window applies only where a tenancy arrives some other way and giving it beforehand was impossible: by succession, as an assured agricultural occupancy, on a change of landlord for a demoted tenancy, or where an existing tenancy becomes assured (section 16D(5) to (7)). The civil penalty starting point for failing to give the statement is £4,000, within a £7,000 statutory maximum for breaches. The final penalty is set by a four-step process, so £4,000 is where the authority starts, not a fixed fine.

Due before the tenancy starts; within a £7,000 statutory maximum

Source: legislation.gov.uk — Housing Act 1988 s.16D(4) (deadline); GOV.UK — Civil penalties under the Renters' Rights Act 2025, step 1(b) (penalty) · as of 13 November 2025

31 May 2026

Information sheet deadline for pre-existing tenancies

Tenancies that existed before 1 May 2026 had to be given the government's Information Sheet by 31 May 2026, explaining how the Act changed that tenancy. Existing written agreements did not need reissuing — the sheet was the mechanism instead. Where a tenancy was purely verbal, written information about the key terms has to be provided as well. Failing to give it can attract a penalty of up to £7,000.

A one-off transition duty; up to £7,000 for failing it

Source: GOV.UK — The Renters' Rights Act Information Sheet 2026 · as of 8 June 2026

28 days

Deadline to answer a pet request

A tenant's request to keep a pet must be answered on or before the 28th day after the request, and consent cannot be unreasonably refused. Two things extend that: if the landlord reasonably asks for more information,

the clock runs to the 7th day after the tenant provides it; if a superior landlord's consent is needed, to the 7th day after that answer arrives. Refusal is reasonable where a superior landlord's agreement forbids pets and consent has been sought but not given.

Extended to 7 days after further information, or a superior landlord's answer

Source: Housing Act 1988, sections 16A-16B (inserted by the Renters' Rights Act 2025, section 11) · as of 2 September 2026

Sections 33 and 34

Children and benefits: blanket refusals prohibited

Refusing someone because a child would live with them (section 33) or because they claim benefits (section 34) is prohibited — and that covers practices making such applicants less likely to succeed, not only outright refusal. Discriminatory terms in the tenancy, and in superior leases, mortgages and insurance contracts, are caught too. What is expressly preserved is affordability: section 41 says nothing in the Chapter prohibits taking a person's income into account when considering whether they could afford the rent.

Section 41 expressly preserves income-based affordability assessment

Source: Renters' Rights Act 2025, Part 1 Chapter 3 (discrimination in the rental market: England) · as of 2 September 2026

1 May 2026

Section 21 abolished; tenancies became periodic

Phase 1 of the Renters' Rights Act took effect on 1 May 2026 and applied to EVERY existing private tenancy in England on that date, not just new ones — there was no transitional class that kept the old rules. Section 21 was abolished: a landlord can no longer end a tenancy without a specific statutory ground. All assured tenancies became periodic, with tenants able to leave on two months' notice.

Applied to every existing tenancy on that date, not just new ones

Source: GOV.UK — Implementing the Renters' Rights Act 2025: our roadmap for reforming the Private Rented Sector · as of 13 November 2025

The advertised rent

No accepting offers above the stated rent

A property must be advertised at a specific proposed rent, and that amount must be stated in the advertisement. Inviting or encouraging an offer above it, or accepting one, is prohibited — bidding a property up is not merely discouraged. A local housing authority can impose a financial penalty of up to £7,000 for a breach.

Up to £7,000 penalty; the advert must state a specific amount

Source: Renters' Rights Act 2025, section 56 (penalties, section 57) · as of 2 September 2026

£40,000

Penalty for possession-ground abuse

The £40,000 tier of Renters' Rights Act penalties targets abuse of the possession grounds: relying on a ground while knowing you are not entitled to possession (or being reckless as to that), and re-letting or re-marketing a property within the 12-month no-let period that follows using the moving-in or selling grounds. A continuing or repeat breach within five years sits in the same tier.

Misusing the moving-in/selling grounds, or re-letting inside the 12-month window

Source: GOV.UK — Civil penalties under the Renters' Rights Act 2025 and other housing legislation · as of 13 November 2025

One month

The most rent that can be taken up front

Asking for, encouraging or accepting rent before the tenancy agreement is signed is prohibited. Once it is signed and before the tenancy starts, a landlord can ask for the first month's rent — or, where rent is paid more often than monthly, rent covering the first 28 days. A council can require a prohibited payment to be repaid and impose a civil penalty of up to £5,000, rising to £30,000 for a repeat breach within five years.

Nothing at all before the agreement is signed; £5,000 penalty for asking

Source: GOV.UK — Asking for rent in advance: guidance for local authorities · as of 8 May 2026

At least 1 year

Ground 1A cannot be used in a tenancy's first year

With Section 21 gone, possession runs through the Schedule 2 grounds and the ground has to be made out. Ground 1A — selling the freehold or leasehold, or granting a lease over 21 years — carries its own timing condition: the current tenancy must have begun at least one year before the relevant date. A landlord who may want to sell inside the first year of a tenancy has no route to possession on that basis.

The tenancy must have begun a year before the relevant date

Source: Housing Act 1988, Schedule 2, Ground 1A (as amended by the Renters' Rights Act 2025) · as of 2 September 2026

Also on this checklist

These rules sit under other headings on the site but apply to the same tenancies, so they are reproduced here in full. Each carries its own source and its own review date, exactly as the items above do.

£47

Tribunal application fee

The First-tier Tribunal application fee for an open market rent determination is £47. The tribunal may determine a rent that is LOWER than or the same as the rent the landlord proposed — never higher. Apply before the new rent start date, even if you are still collecting supporting evidence.

The tribunal can rule the rent lower or the same, never higher

Source: GOV.UK — Apply for an open market rent determination · as of updated 1 July 2026

Form 4A

How a Section 13 increase must be served

A Section 13 rent increase can only be raised once in any twelve-month period, with at least two months' notice, served on Form 4A. Getting the paperwork wrong does not produce a smaller increase — it produces no increase at all: an increase served in the wrong form, or with less notice than required, is not valid and the tenant does not owe the new figure.

Once a year, two months' notice — or the increase is not valid at all

Source: GOV.UK — Renters' Rights Act: an overview for landlords · as of 1 May 2026

Expected 2028

Landlord ombudsman — confirmed, not yet operating

A single ombudsman for private landlords is confirmed but not yet operating. Membership is to be mandatory for landlords letting in England and its decisions are to bind the landlord. Government has said it expects mandatory membership in 2028, when the Secretary of State is satisfied the service is ready, and that landlords will be given notice of the date before they have to join. There is nothing to join today.

Mandatory membership once live; notice promised before it starts

This reflects confirmed policy that is not yet law and may change before it takes effect.

