

60th Edition February 2026

LLAS & Partners Annual Summer Event Training, Networking & BBQ Thursday 9th July 2026 From: 11:30am to 6pm

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Welcome to the latest edition of the PReSs

Published at a time when there is a great deal happening across the private rented sector. You may be tired of hearing the words **Renters' Rights Act**, but it is essential to understand what is coming, as the main impact will be felt from 1 May 2026.

Many of you will hopefully have attended the virtual conference & Training Day held on **Thursday 26 February 2026**. As LLAS/ATLAS Co-Chair, I would like to thank the LLAS/ATLAS team for the considerable effort involved in organising the event and thank you to all who attended. I trust you found it both informative and valuable; with thanks to the hugely valuable contributions from our speakers: **Richard Tacagni, David d'Orton-Gibson, Paul Shamplina, Lord Best and Melissa Scott**.

Conference Summary

As the private rented sector (PRS) undergoes a monumental transformation, 2026 stands as a pivotal year for landlords and letting agents. The implementation of the Renters' Rights Act (RRA) and new fiscal requirements demand immediate action and meticulous compliance. This summary highlights the critical changes, enforcement risks, and strategic shifts required to navigate this new landscape.

The Industry Outlook: A Shift Toward Professionalism

Reflecting on the future of the sector, industry figures such as Lord Best have observed that the PRS is likely to shrink slightly in the coming years. However, this contraction is expected to coincide with a significant rise in standards. The consensus is that the era of the "amateur landlord" has come to an end; the increasing complexity of legislation means that only those who operate with high levels of professionalism will thrive. To support this transition, there is a renewed push to progress the Regulation of Property Agents (RoPA) report. The goal is to ensure that all letting and managing agents are formally trained and accredited, moving the industry toward a mandatory standard of competence that protects both consumers and reputable businesses.

The Renters' Rights Act: A Three-Phase Overhaul

The legislative landscape is moving through three distinct phases of reform:

- Phase 1 (Early 2026): Focuses on fundamental tenancy reform, including the abolition of Section 21 and the transition to a unified system of periodic tenancies.
- Phase 2 (Late 2026): Introduces a mandatory digital database and a new PRS Landlord Ombudsman.
- Phase 3 (Post-2026): Implementation of the Decent Homes Standard and Awaab's Law for the private sector.

The End of Section 21 and Tenancy Reform

The abolition of Section 21 "no-fault" evictions is the cornerstone of the RRA. All new and existing tenancies will transition to Assured Periodic Tenancies (APT).

- Fixed Terms Abolished: Attempting to issue a fixed-term tenancy will be a legal breach.
- Rent Periods: Tenancy periods can no longer exceed one month.
- The Written Statement: Landlords must provide a mandatory "Written Statement" of terms between 1st May and 31st May 2026. Failing to provide this by the deadline can trigger substantial penalties.

New Possession Grounds and Restrictions

With the removal of Section 21, landlords must rely on reformed Section 8 grounds. However, these are accompanied by strict new "no-let" periods:

- Grounds 1 & 1A: Landlords wishing to move back into their property or sell it must wait until a 12-month restricted period has passed.
- Evidence is Critical: Knowingly misusing a possession ground or re-letting a property within the 12-month restricted period after using Ground 1 or 1A is now a serious offence.

Market Transparency and Financial Conduct

New regulations aim to increase fairness and transparency for tenants:

- Banning Bidding Wars: Landlords and agents must advertise a specific rent level and are strictly prohibited from inviting, encouraging, or accepting offers above this price.
- Rent in Advance Cap: Accepting more than one month's rent in advance is now an offence.

- Discrimination Bans: Blanket bans on tenants with children or those receiving benefits are prohibited.
- Right to Request Pets: Tenants have an implied right to request a pet, which landlords cannot unreasonably refuse. Landlords can, however, require insurance against pet damage.

Enforcement: The Rising Threat of CPNs and RROs

Local authorities have been granted significantly strengthened powers to punish non-compliance.

- Civil Penalty Notices (CPNs): Councils can now issue fines exceeding £30,000 per offence for licensing breaches, unsafe housing, or illegal evictions. Crucially, councils can retain this income to fund further enforcement.
- Rent Repayment Orders (RROs): RROs have expanded to cover new offences, including providing false information to the digital database and misusing possession grounds. Tenants can now claim back up to two years' rent.
- Dual Exposure: Landlords face "double financial exposure" as they can be hit with a council fine and a tenant's RRO claim simultaneously.

Property Licensing: Navigating the "Compliance Tightrope"

Licensing remains a primary focus for council revenue, with some top councils generating over £20 million in fees.

- Six-Month Reviews: Landlords must recheck the licensing status of their portfolio every six months, as local schemes frequently change.
- The Licence Holder: The licence holder carries primary legal responsibility for compliance and should ideally be the company legal entity.
- The 14-Day Window: Once a draft licence is issued, landlords have only 14 days to submit written representations to resolve errors before it is finalized.

Making Tax Digital (MTD): The 2026 Fiscal Deadline

Beyond tenancy reform, landlords must prepare for Making Tax Digital for Income Tax Self Assessment (ITSA).

- April 2026 Deadline: MTD becomes mandatory for landlords with a gross property and/or self-employed income over £50,000.
- The "Qualifying Income" Threshold: This threshold drops to £30,000 in April 2027 and £20,000 in April 2028.
- Quarterly Updates: Instead of one annual tax return, landlords must submit four quarterly updates showing a snapshot of income and expenses through HMRC-approved software.
- Digital Records: Paper records are no longer sufficient; data must be captured digitally, including the date, amount, and category for every entry.

Strategic Compliance Checklist for 2026

To mitigate these escalating risks, landlords and agents should implement the following:

1. Audit Tenancy Paperwork: Ensure all tenants have received the mandatory Written Statement by May 31st.
2. Verify Licensing: Check current borough schemes; reletting can change the type of licence required.
3. Digital Transition: Adopt MTD-compliant software for tax reporting ahead of the April 2026 deadline.
4. Safety First: Maintain up-to-date EPCs, Gas Safety, and EICR certificates.
5. Review Possession Strategy: Abandon reliance on Section 21 and ensure any Section 8 claims are backed by robust evidence.

The 2026 landscape offers no room for administrative oversight. With fines reaching £40,000 and the risk of repaying 24 months of rent, professional training and a proactive compliance culture are no longer optional — they are essential for survival.

Conclusion

It is no understatement to say that 2026 will be a year of major change. Landlords and agents must stay informed — ignorance will offer no defence in court.

I would encourage you to review the range of courses available on the LLAS/ATLAS website and book early

Get informed. Stay informed. Get accredited, look at our CPD courses.

Finally, I look forward to seeing many of you at the **LLAS & Partners Annual Summer- Training, Networking & BBQ- Thursday 9th July 2026, from 11:30am-6pm**



Peter Littlewood, iHowz Director
For more info on iHowz Landlord Association, visit <http://ihowz.co.uk/>

Landlords: Make the switch to Guaranteed Rent

Traditional letting leaves your income dependent on tenants, occupancy and changing regulation. Void periods, arrears and the upcoming Renters' Rights Act reforms can all impact your cash flow.

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Traditional Letting vs Guaranteed Rent

A closer look at the differences:

	Private Rent @ £2,000pm	Guaranteed Rent @ £2,000pm
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Commission @ 10%	-£2,400	£0
VAT @ 20%	-£480	£0
Referencing/set up fees	-£250	£0
Inventory / check-in / check out	-£250	£0
One month empty period	-£2,000	£0
Minor maintenance cost	-£1,000	£0
Total annual income	£17,620	£24,000

Please note the above is an example & may not reflect the costs for your specific property

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Answers landlords' FAQ: Discrimination Rules Every Landlord Should Understand.

The law on discrimination is, I expect something most landlords are a bit hazy about. Many will consider that, as it is their property, they can choose who they want to live in it.

This is true. Landlords cannot be forced to accept someone as a tenant who they don't want.

However, if it can be proved that they have rejected someone for reasons that breach the discrimination rules, then they may be subject to a claim for compensation from the tenant (under the Equality Act 2020 rules) or a Civil Penalty Notice fine from the Local Authority (under the [Renters Rights Act rules](#)).

Let's look first at the rules under the Equality Act.

The Equality Act 2010 and housing

Under this act, landlords and letting agents are prohibited from discriminating against tenants, prospective tenants and occupiers based on what are called 'protected characteristics'.

So, landlords/agents cannot treat someone less favourably if the reason for this is due to the person's

- Age,
- disability,
- gender reassignment,
- marriage/civil partnership,
- pregnancy/maternity,
- race (including nationality),
- religion/belief,
- sex, and
- sexual orientation.

For example, a landlord cannot:

- Refuse to accept someone as a tenant because they are gay, or
- because they are disabled. Or
- have different, less favourable tenancy agreement terms for women as opposed to men, or
- evict a woman because she becomes pregnant.

What about applicants on benefits or with children?

You may have noticed that the protected characteristics do not include people being on benefits or with children.

For a long time, it was assumed that because of this, it was acceptable for landlords to refuse tenants on this basis. However, in recent year's courts have been developing rules for 'indirect discrimination'.

This is where a policy or practice which appears to avoid the protected characteristics actually puts someone with a protected characteristic at a disadvantage.

So having a policy to refuse to accept people on benefits or with children can be discriminatory indirectly, as these people are more likely to be women. And sex is a protected characteristic.

There were a number of cases in which compensation was awarded, for example, Tyler v Carr, in which a disabled man was awarded compensation for indirect discrimination ([discussed in this video](#)).

The penalty under the Equality Act is for the person discriminated against to bring a claim for compensation.

Discrimination under the Renters Rights Act.

The Renters Rights Act 2025 now provides protection for tenants against discrimination by landlords and letting agents because they are

- On benefit, or
- Have children

These are set out in sections 33 and 34 for England (due to come into force on 1 May 2026), with similar rules for Wales (due to come into force on 1 June 2026) and Scotland (commencement date unknown).

The difference between these rules and those under the Equality Act, though, is that a breach of these sections of the Renters Rights Act 2025 is punishable by the Local Authority issuing a Civil Penalty Notice fine of up to £7,000. The recommended starting point is £6,000.

So, if a landlord has a published policy of refusing to accept tenants on benefit, he can be both

- Sued by the tenant for compensation under the Equality Act, if the tenant can show that this is indirect discrimination, and
- Fined by the Local Authority under the Renters Rights Act.

Does this mean landlords must accept these applicants as tenants?

No, it does not. However, landlords and agents should treat those on benefit or with children in the same way as anyone else. Note also that:

- **[Section 41 of the Renters Rights Act](#)** makes it clear that landlords can take income into account when considering whether an applicant would be able to pay the rent on a tenancy. So, if the rent is clearly unaffordable for that applicant, the landlord cannot be penalised for rejecting him and choosing someone else.
- If a property is clearly unsuitable for children, then so long as this is clear and set out in your records, a landlord/agent will not be penalised for choosing someone else.

There is also the fact that if there are many applicants for a property, the landlord/agent can only choose one. So long as their reason for choosing one person over another is unconnected with protected characteristics and is not specifically due to applicants being on benefit or with children, they should be safe from compensation claims or penalty fines.

But be very careful about the records you keep.

Record keeping

You need to keep detailed records as follows:

- Keep copies of all adverts and application forms
- Keep written notes explaining the reasons for refusal of applications and your selection proceed
- Make sure your records show clearly that decisions are not linked to protected characteristics or applicants being on benefit or having children
- Retain records for at least six years (as this is the limitation period for a compensation claim).

• And finally

- Landlords can still choose their tenants but must be careful about HOW they choose and the records that they keep.
- Poor wording, blanket policies or weak records can now lead to both compensation claims and Local Authority fines.
- Remember that you can be required to disclose emails, texts WhatsApp messages and internal notes in compensation claims and local authority enforcement action. So, take care what you say and protect your position.

Tessa Shepperson.

Tessa is a specialist landlord and tenant lawyer and runs the Landlord Law online information service at www.landlordlaw.co.uk. You can sign up to her free weekly bulletin (and get a free e-book) at www.landlordlaw.co.uk/bulletin.

It is increasingly important that landlords not only comply with regulations but are able to PROVE that they are compliant.



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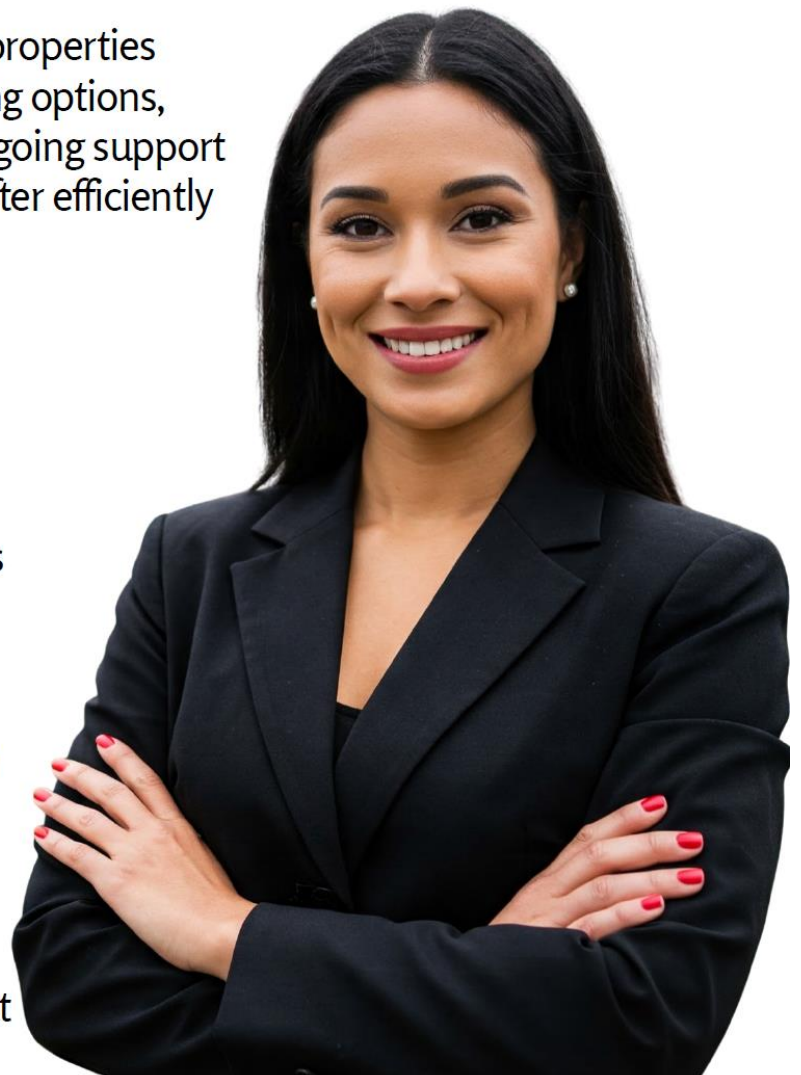
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Implementation of the Renters' Rights Act 2025

The Renters' Rights Act 2025 is finally law, but will commence incrementally. Looking back at The Estate Agents Act 1979, it contained a provision allowing for the licensing of all estate agents. However, this particular part of the legislation has never been commenced. So, what is certain to, or may not, take effect in the Renters' Rights Act, how will the timescale look and what areas are most likely to face delay?



The Act

It is normal for a new law to include sections that are brought in automatically and others that will be commenced later, or maybe, not at all.

Indeed, the Renters' Rights Act (RRA) already contains reference to an example of legislation that has never been commenced. Sections 57 to 63 of the Housing and Planning Act 2016 introduced a process for dealing with abandoned properties. These have never taken effect and now, the RRA is the vehicle used to remove those sections from law.

So far, only two areas commenced immediately upon the Act receiving Royal Assent, namely the ability to appoint the lead enforcement authority and the power to write regulations.

Legislation can sometimes reserve powers for the Secretary of State to write regulations. Regulations will cover different areas. For example, the Act provides that tenants must be given a "written statement"; however, the specific details will be provided in the regulations to follow.

The second type of 'regulations' are called consequential amendments. When a change in legislation requires amendments to secondary legislation (regulations), it is usual to make these amendments by separate regulation.

The third type of regulation issued will be commencement orders. For most of the provisions to take effect, they need separate legislation to confirm a start date.

Some minor provisions take effect automatically two months after Royal Assent such as a number of enforcement powers for local authorities and other changes affecting long leases.

Implementation

It is highly unlikely that the whole Act will be implemented on a single date. The practical reason for this is that there are elements of the legislation which depend on other elements, such as having written the software for the property database.

The Government has indicated that it wants to bring in all the main changes on a single date. Therefore, we expect "Part 1 Tenancy reform" to be applicable from a single date. This would entail, for example, the loss of the assured tenancy, periodic only agreements, discrimination rules, rent appeals, biddings "wars" and the changes to landlord and tenant notices.

Landlord redress scheme

Part 2 chapter 2 concerns the landlord redress scheme. Before this can commence, the Government must procure a provider for the service and give them sufficient time to set up. For example, the provider might need to update, or produce from scratch, a publicly accessible registration website. It would also need time to recruit and train staff to handle the workload based on around 2.5 million more or less active landlords. The appointed redress scheme will also need time to publicise the requirements openly and deal with the public relations.

It is still unclear who will fulfil such an important role. There were some consultative meetings two years ago, where interested parties could discuss the issues, but nothing further has emerged. However, Letting Update Journal understands that the contract may be awarded to the Housing Ombudsman, who already provides a similar service in the social landlord market.

The big question is the Government's capacity to introduce all this from the predicted date of late 2026.

Property database

Part 2 chapter 3 in the RRA concerns the "Private Rented Sector Database" and the operator. The sections outlining this concept are 'high level', i.e. they deal with the principles, not the detail.

Currently, 12 local authorities are trialling the property database. Letting Update Journal has discovered that there were just 22 properties registered by those authorities so far.

Despite the low volume, the database has revealed a number of issues that need addressing before a full public rollout can take place.

The design and development of complex software is unlikely to be complete for a year or perhaps more after late 2026. A skeleton database may be introduced as stage 1 — a lot of work, testing and improvements are required before it could be called fully functional.

An essential point we have made to Government officials is that, for the PRS, the system will need to accept 'uploads' rather than manual entries. A letting agent managing hundreds of properties will find it impossible to enter details without the ability to upload this data from its own database. This will clearly require a standard upload format so each software provider can edit their software to provide an output in the relevant format.

One area of Government concern has been data protection, making caution and security vital. This is complex with millions of people required to log in and with a large variety of software providers linking this all together. This must be progressed carefully due to the high risk of data breaches.

The technical ability to link the property database to the EPC Register already exists (Rightmove, for example does it). However, the ability to link to Gas Safe records firstly requires that all gas safety records are held in a single system. The transition period for this may take a year, with significant time required to amend the legislation and set up the necessary systems.

Perhaps the start will be a skeleton system, designed to develop and improve over time. In the short term, it may be necessary to upload gas safety records manually, creating both the potential for human error and a time-consuming job.

Decent Homes Standard

Section 100 of the Act deals with the Decent Homes Standard but so far with limited detail.

This is under review to understand if the current criteria within it are still relevant. We know from the consultation that it is pointing out the need to amend them.

When the revised Decent Homes Standard rules are published, landlords will need time to carry out any works necessary to comply. This is why the Government has indicated that compliance with the Decent Homes Standard cannot be expected until 2035 to 2037.

Although Awaab's Law is often mentioned in the same breath as the Decent Homes Standard, it is actually separate. The law deals with speed of response, whereas the Decent Homes Standard concerns the condition of the property. Awaab's Law now applies for the social landlord market and will be implemented for the private sector later.

Enforcement

Two months after Royal Assent, some elements will start automatically (without a commencement order). These are:

Chapter 2 part one long lease provision and homeless accommodation.

Section 59, the loss of the abandonment procedure that was never commenced.

Section 110, a duty to report to the Secretary of State.

Chapter 4 part 3 covering investigatory powers.

Conclusion

We know now that the main elements of Part 1 of the Act will commence on 1 of May 2026. This is the date when section 21 notices and assured shorthold tenancies cease. However, some elements will not take effect until much later.



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Renting out your property: guidance for Landlords and Letting Agents

This guide explains the process a landlord must take when they serve an eviction notice on or after 1 May 2026.

This guide is to inform private landlords in England about how they can seek to take possession of their property through the courts on or after 1 May 2026. On this date, part 1 of the Renters' Rights Act 2025 will come into force and landlords will not be able to use section 21 of the Housing Act 1988 to seek possession of their property.

This guidance does not apply to Private Registered Providers of social housing (PRPs). PRPs should refer to the current [possession action guidance](#). The Renters' Rights Act 2025 changes will only apply to PRPs from 2027.

This guidance is shared for information. There is a different guide if you intend to [serve a possession notice](#) before 1 May 2026.

This guide is for people who let a property privately in England to tenants while living in another property. On and after 1 May 2026, most tenancies will be [assured periodic tenancies](#).

This guide does not cover:

- people on a licence to occupy (for example, those who live in tied accommodation related to their employment)
- 'resident landlords' who let to [lodgers](#)
- furnished holiday lets (see the relevant [tax rules](#) for the definition of a furnished holiday let)
- possession claims against trespassers
- commercial lettings
- a tenancy where the annual rent exceeds £100,000

However, this is not a full list. You should take legal advice if you are unsure if this guidance will apply to you.

Serving a notice of possession

On and after 1 May 2026 you will only be able to give your tenant a notice under section 8 of the Housing Act 1988 to end the tenancy. This is often referred to as a section 8 notice or notice of possession.

This means that you will need to have a reason, known as a ground for possession, to end the tenancy. You will need to use the [grounds for possession](#) which apply on and after 1 May 2026.

Serving a section 8 notice

On or after 1 May 2026, in the private rented sector, there will be a new section 8 notice which you should give your tenant if you want the tenant to leave and intend to seek possession of the property. This new form is called Form 3A. The social rented sector should continue to use [Form 3](#).

We will publish Form 3A before 1 May 2026. The relevant regulations will be published at [Legislation.gov.uk](#). Form 3A and accompanying guidance will be published at [GOV.UK](#). Direct links to the regulations and Form 3A will be provided in this guidance when they are published.

It will be important to fill in your notice of possession (Form 3A) correctly. If you need to take court action, your claim could be dismissed or delayed if the notice of possession is incomplete or inaccurate.

Information about the grounds for possession

The grounds for possession will be either mandatory or discretionary:

- If a ground is mandatory, this means that the judge must give you a possession order if satisfied that the ground is made out.
- If a ground is discretionary, this means that it is up to the court to decide whether it is reasonable to give you a possession order - even when you have shown that there is evidence to prove the possession ground.

You will need to give your tenant the right amount of notice for the grounds you have used.

You will need to give evidence to the court to prove the grounds for possession if the tenant does not leave by the end of the notice period.

There is a list of all of the [grounds for possession](#) which landlords must use on and after 1 May 2026. You will be required to write out the full wording of the grounds for possession you are using on the notice of possession (Form 3A). You will be able to find the full wording of each ground in a guidance document which will be published with Form 3A.

Deposit protection rules

To use most possession grounds, you will be required to show that:

- your tenant's deposit was protected in a [government-approved scheme](#)
- you have complied with the requirements that applied to the scheme when you received the deposit
- you gave the tenant the required information about the deposit protection scheme, known as 'prescribed information'

Find out about [prescribed information](#).

A court will only give you a possession order to evict your tenant if one or more of the following things have happened:

- you have put the deposit into a government approved tenancy deposit scheme, complied with the scheme's requirements and given your tenant the correct information
- you have returned the deposit to the tenant, in full or with any deductions that you have agreed with your tenant
- your tenant challenged you through the court on whether the deposit protection requirements have been met, and the case has been decided, settled or withdrawn.

These rules do not apply to grounds 7A or 14 for antisocial behaviour.

It is illegal to take a deposit in any form other than money. You will need to return any items you have taken from the tenant before you can obtain possession on any of the grounds.

Compliance with legal requirements

You will need to comply with the legal requirements for the particular possession grounds that you have used. For example, grounds 1 and 1A (moving in or selling) cannot be used until 12 months after the tenancy started. You can serve the notice of possession earlier, but the date in the notice must be after they have been in the property for 12 months.

To use some of the possession grounds, you must have told the tenant at the start of the tenancy that you may use them. This is called giving your tenant 'prior notice'. Some examples of grounds for which you must have provided prior notice include:

- the grounds for when the landlord's lease is under a superior lease which is ending (grounds 2ZA and 2ZB)
- ground 4A for evicting students where the property is required for new students in line with an academic year.

- ground 5C for ending a tenancy which was connected with the tenant's job, where the tenant's job has ended or the purpose for which the accommodation was provided has ended and the landlord intends to provide the accommodation to another worker.

You can find more information about the rules for individual grounds, including a full list of all of the grounds which will require prior notice, in the [grounds for possession guidance](#).

Making a claim for possession

If your tenant does not leave by the date in the notice, you will need to apply to the court for a possession order.

On and after 1 May 2026, in the private rented sector, the county court possession process will be the same as the current section 8 process. A new digital possession service will be introduced at a later date, and we will provide updated guidance.

You will be able to use the following services to apply for a possession order:

- the Possession Claim Online Service (PCOL) if you are evicting your tenant only for owing you rent.
- the paper-based service if you need to evict your tenant for another reason under section 8.

You will need to:

- complete the forms accurately and include evidence to support your claim. If you do not, you may have to start the process again
- provide a copy of the section 8 notice you supplied to your tenant to the court as part of your application. You should keep a copy of the document for yourself once you have completed, signed and dated the notice
- show the court that you gave the notice correctly and gave the right amount of notice to your tenant

Using the online service when a tenant owes you rent

You will be able to use the [PCOL](#) if you are only evicting your tenant for owing you rent.

The service lets you fill in court forms online and you can see your claim progress. You will need to give proof of payments due and received for up to a maximum of two years.

You will be able to use the paper-based service if you prefer.

Contact the PCOL help desk if you need help.

Telephone: **0300 123 1057** - Monday to Friday 8:30am to 5pm Email: ccbc@justice.gov.uk

Source: [Click Here](#)



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LONDON PROPERTY LICENSING



Why More Landlords Are Making the Switch to Guaranteed Rent

By Leigh Young, Director of Elliot Leigh

The private rented sector is entering a period of significant change. Increasing regulation and economic uncertainty are prompting many landlords to reassess how secure their investments really are.

A major turning point will be the Renters' Rights Act, due to come into effect on 1 May 2026. The legislation will introduce sweeping reforms, including the removal of Section 21 "no-fault" evictions and the move to open-ended tenancies. While designed to strengthen tenant protections, the changes also increase the compliance burden and reduce flexibility for landlords operating under traditional letting models.

As a result, more property owners are shifting their focus from maximising rent to protecting income.

The Elliot Leigh Guaranteed Rent scheme offers a structured alternative. By agreeing a fixed monthly payment in advance, landlords receive consistent income regardless of occupancy gaps or tenant arrears. In a landscape where regulation is tightening and timelines are less predictable, that certainty has real value.

From my perspective, this is not about avoiding change, but adapting strategically. As the market evolves, landlords are recognising that stability, reduced exposure to risk and simplified management can be just as important as headline rental figures.

For a growing number, future-proofing their portfolio means making the switch to Guaranteed Rent.

Traditional Letting vs Guaranteed Rent

A strategic comparison for today's rental market

Traditional Letting	Guaranteed Rent
Income dependent on tenant payment and occupancy	Fixed, agreed monthly payment
Exposure to void periods and arrears	Income paid regardless of occupancy or arrears
Greater impact from Renters' Rights Act legislation	Protection from some of the key Renters' Right Act regulatory changes
Ongoing compliance and management responsibility	Simplified, hands-off structure
Variable cash flow and timelines	Predictable, stable income

If you're reviewing your portfolio ahead of the Renters' Rights Act, now is the time to explore your options. Speak to the Elliot Leigh team on [02089834444](tel:02089834444) or head to www.elliotleigh.com to understand how Guaranteed Rent could support your long-term strategy.

What is a Section 8 notice?

A Section 8 notice, issued under the [Housing Act 1988](#), allows landlords to end tenancies early, including during a fixed term, when the tenant breaches specific terms of their agreement. Common grounds for this include tenants who are in rent arrears or who use the property as a base for illegal activity.

Unlike Section 21 notices, Section 8 notices must be based on specific legal grounds - either **mandatory or discretionary**. Mandatory grounds are firm reasons for eviction, while discretionary grounds require letting agents and landlords to provide justification and proof for eviction.

As no-fault evictions are phased out, Section 8 will underpin how possession is regained in practice.

When will Section 21 be scrapped?

The Renters' Rights Act will be introduced in phases, rather than taking effect all at once. Changes affecting Section 21 will be implemented as part of Phase 1, which will come into force on **1 May 2026**.

From this point, Assured Periodic Tenancies (APTs) will replace Assured Shorthold Tenancies (ASTs) as the default. As a result, every eviction will require a valid legal ground, rather than relying on no-fault possession.

What grounds can be used for a Section 8 notice?

With Section 21 out of the picture, the Renter's Rights Act introduces several new and amended Section 8 grounds to cover situations previously dealt with under no-fault evictions.

Under Section 8, there are 18 grounds for possession, divided into mandatory and discretionary categories. When acting on behalf of landlords, letting agents must provide evidence for the grounds they cite, and notice periods will vary depending on the situation.

Landlords can issue a Section 8 notice at any point during a tenancy unless the grounds specifically state otherwise. The ground requiring the longest notice period applies if multiple grounds are mentioned.

Mandatory grounds

Grounds 1 to 8 are mandatory and are used in cases of serious breaches or misconduct. This means that if a mandatory ground is proven, the court must grant a possession order to the landlord. The notice periods for these grounds can range from two weeks to four months.

These grounds are:

- **Ground 1 (Amended)** - If the landlord or a family member wishes to move into the property, this can only be done after the tenancy has exceeded 12 months. Notice: 4 months.
- **Ground 1A (New)** - If the landlord intends to sell the property, this can only be used after the tenancy has exceeded 12 months. Notice: 4 months.
- **Ground 2** - If the mortgage provider wishes to repossess the property. Notice: 4 months.
- **Ground 2ZA - 2ZD (New)** - If the leasehold has ended and the landlord does not own the freehold. Notice: 4 months.
- **Ground 4** - If a property was let to a student by an educational institute for a fixed term of 12 months. Notice: 2 weeks.
- **Ground 4A (New)** - For student landlords not affiliated with an educational institution who need the property for new student tenants before the academic year starts. Notice: 4 months.

- **Ground 5** - If a religious organisation owns the property and needs a minister of religion to live in it. Notice: 2 months.
- **Ground 6** - If a landlord wishes to demolish or redevelop the rented property to the extent that the tenant cannot live there. Notice: 4 months.
- **Ground 6A (New)** - If the landlord needs possession to comply with an enforcement action. Notice: 4 months.
- **Ground 7** - If a tenant has passed away, but this cannot be used if a surviving spouse is living on the property. Notice: 2 months.
- **Ground 7a** - If the tenant has committed "serious anti-social behaviour." Notice: Immediate.
- **Ground 7b** - If the tenant does not have a right to rent in the property. Notice: 2 weeks.
- **Ground 8 (Amended)** - If the tenant is at least three months in arrears (or 13 weeks if rent is paid weekly or fortnightly). Notice: 4 weeks.

Discretionary grounds

Grounds 9 to 17 are discretionary and are often used in cases involving minor breaches or tenant misconduct. This means, even if a landlord has proven that the ground applies, the court decides whether it's reasonable to evict the tenant.

Discretionary grounds include:

- **Ground 9** - If a landlord has provided accommodation that is like-for-like for the current tenancy. Notice: 2 months.
- **Ground 10** - If the tenant is in rent arrears but is less than ground 8. Notice: 4 weeks.
- **Ground 11** - If the tenant is constantly late in paying rent but is not in rent arrears. Notice: 4 weeks.
- **Ground 12** - If the tenant has breached the tenancy agreement, excluding rent payments. Notice: 2 weeks.
- **Ground 13** - If the tenant has deteriorated or neglected the landlord's property. Notice: 2 weeks.
- **Ground 14** - If the tenant is a nuisance or annoyance to neighbours or is using the property for illegal or immoral activity. Notice: Immediate.
- **Ground 14A (New)** - Social landlords can evict a domestic violence perpetrator if the victim has fled. Notice: 2 weeks.
- **Ground 14ZA (New)** - If the tenant or adult at the property has been convicted of an indictable offence during a UK riot. Notice: 2 weeks.
- **Ground 15** - If the tenant caused damage to furniture provided by the landlord. Notice: 2 weeks.
- **Ground 17** - If the tenant was given the tenancy with a "false statement." Notice: 2 weeks.
- **Ground 18 (New)** - The tenancy is for supported accommodation, and the tenant refuses to engage in support. Notice: 4 weeks.

How to serve a Section 8 notice

To serve a Section 8 notice, letting agents and landlords must download and complete Form 3 from the Government website. **This form must be served in accordance with the terms of the tenancy agreement.**

Agents and landlords should maintain a clear audit trail and, if applicable, solid evidence of tenant breaches to support the grounds for eviction. Missing key information can lead to delays or an invalid notice, potentially allowing tenants to remain in the property.

Suppose the tenants don't leave the property after the allotted notice period, depending on the ground provided. In that case, letting agents and landlords will need to apply to the court for a possession order.

If a landlord or letting agent is unsure, they should seek legal advice on serving a Section 8 notice and the required notice period.

When can a Section 8 notice be served?

A Section 8 notice can be issued any time after a breach occurs during an assured or assured shorthold tenancy. It can be served if the tenant breaches the terms or if the landlord needs the property for an approved reason.

Each ground has a specific notice period that agents must adhere to. Letting agents and landlords must know the prerequisites for certain Section 8 grounds. It could be considered invalid if the correct information isn't completed before the section is served.

When is a Section 8 notice not valid?

Letting agents and landlords must ensure all information on Form 3 is complete and correct before issuing it. Essential details include:

- The full names of all tenants
- The address of the property
- The grounds for possession, stated in full
- The correct notice period date

Crucially, the landlord must set out the wording of the ground relied upon in full, not just reference it. Courts have rejected notices where key statutory wording was missing or altered in a way that changed its meaning.

The landlord must also explain how the ground applies to the tenant's situation. This is known as the **Particulars**. These should give the tenant enough information to understand the issue and, where possible, the opportunity to put things right. If insufficient detail is provided, the court may strike out the claim.

The court may dismiss the notice if the grounds or notice period are incorrect. For multiple grounds, the longest applicable notice period typically applies. The landlord must also allow time for the notice to be deemed served in line with the Civil Procedure Rules requirements. If they do not allow time for this, the notice period will never be correct.

What happens once a Section 8 is served to a tenant?

Once the landlord serves a valid Section 8 notice, the tenant has until the end of their notice period to stop any breaches of tenancy. At the end of the notice period, the landlord can start court proceedings if their tenants do not stop any breaches or vacate.

This also applies if a landlord wishes to serve a Section 8 notice to either sell the property or move back into it.

If the tenant doesn't move out, the landlord can apply to the court for a possession order. Tenants may challenge this, presenting a defence to the court or requesting extra time due to "**extreme hardship.**"

Before the court hearing, agents must compile and submit all relevant case documents electronically.

If the possession order is granted and enforced through a court order, the landlord must seek enforcement if the tenant doesn't vacate the property. This means that county court bailiffs or High Court Enforcement Officers (HCEOs), if requested in the application, can proceed with eviction, with at least 14 days' notice.

How long does a Section 8 claim take?

Court proceedings can commence once the Section 8 notice period ends. The current government guidelines estimate an 8-week wait for a hearing.

If any cases escalate further and require county court bailiffs or HCEO intervention, a landlord could face longer delays in reclaiming possession of their property. In high-demand areas, agents and landlords may wait up to nine months for an eviction, potentially resulting in substantial rent arrears for the landlord and, subsequently, for the letting agent.

These timelines are highly likely to increase now that the Renters' Rights Act has become law.

How can you best prepare your agency for the changes to eviction notices?

Lettings professionals can take several key steps to future-proof their agencies, including:

- **Investing in staff training**

While a Section 21 notice is still a lever your landlords can pull in the short term, everyone in your organisation needs to know how to serve a Section 8.

After all, landlords are becoming increasingly savvy about the Renters' Rights Act and are likely to ask you questions about it, if they haven't already. Being unable to answer them could not only make you look unprepared but also cost you potential business.

According to the [State of the Lettings Industry](#) report, 43% of landlords say they don't use an agent. You have an opportunity to pitch your expert services to this part of the market, while also upselling your existing clients.

- **Investing in robust referencing**

One of the best things letting agents can do to prepare for the increased reliance on Section 8 is to place respectful, dependable tenants in their landlords' properties. This will prevent you from serving Section 8s in the first place.

Investing in robust referencing will help you to achieve this. For example, Goodlord's [PRO referencing](#) package includes:

- Credit checks
- Instant identity document authentication
- [Right to rent](#) documentation collection
- Residential checks
- Income checks, including Open Banking, HMRC, and payroll providers

This gives you the best possible chance of avoiding the courts.

- **Investing in rent protection and legal cover**

Now that the Renters' Rights Act has become law, we're likely to see an increase in landlords serving Section 21 notices ahead of new rules being enforced. In turn, this is likely to lead to increased property dilapidation and more tenants falling into arrears.

Once the Act is fully in force, legal costs for landlords will significantly increase, and backed-up courts will result in longer periods of tenants in arrears.

Taken together, these factors make it essential to have contingency plans in place.

Goodlord's [Rent Protection and Legal Expenses Insurance](#) gives landlords peace of mind, covering tenants' rent (up to £100K) while they're in arrears, as well as the legal costs involved in the eviction process. We'll also mediate between tenants and landlords to prevent court proceedings from happening in the first place.

Source : [Click Here](#)

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– Adrian Ikeji, BEng (Hons), MSc.

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Elliot Leigh has been established since 2003 and is a trusted name in property management and Guaranteed Rent schemes. With over 20 years' experience in property management and private sector leasing, we have a proven track record in providing a quality orientated service to our clients, helping landlords, tenants and local authorities with all aspects of residential property services. **For more info visit:** <https://www.elliotleigh.com/>



Theori Housing is a UK-based accommodation provider established in 2000 (25yrs), delivering high-quality housing solutions to over 35 Local Authorities nationwide. Managing approximately £4 billion pounds worth of property with a team of over 80 professionals, the company specialises in supported housing and tailored accommodation schemes aligned to local authority demand.

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We are regarded as a professional letting services team that give our clients —landlords and local authority housing departments, a friendly, reliable, high-quality residential letting and management service.

For more info please visit: www.centralhousinggroup.com



London Property Licensing is an award-winning housing consultancy offering expert advice to private landlords, letting agents, industry bodies and local authorities on property licensing and the regulation of private rented homes. Services include telephone consultations, licence application handling service, problem solving, expert witness reports and handling First-tier Tribunal appeals. The London Property Licensing website provides a free-to-access comprehensive guide to all property licensing schemes in London, attracting over 1.7 million page views."

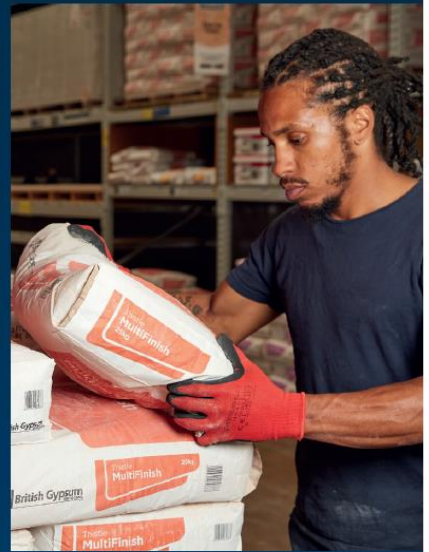
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LLAS & Partners Annual Conference & Training Day

Thursday 26 February 2026, from 10am-2:30pm

Thank You Speakers



David d'Orton-Gibson -CEO & Founder of Training for Professionals (TFP)

David has worked for many years in the letting industry and has first-hand experience of most roles involved in lettings. For over 30 years he has worked full time running training and consultancy for landlords and agents throughout England and Wales. He teaches public courses as well as running In House courses for local authorities, letting agents, landlord associations, housing associations, colleges and other bodies. Widely respected for his technical knowledge and teaching style, David combines an authoritative understanding of the legal framework with practical suggestions on working with people and presents in an engaging style.

For more info visit: [Home - TFP Online](#)



Peter Littlewood- Founder & Director of iHowz & LLAS/ATLAS Trainer.

Peter has been involved in the rental market since the early 80's – so has a wealth of knowledge. Peter is anxious to rid the industry of its negative views, especially that it is full of 'rogue landlords'. In his view there are three types of landlords: - those who know what they are doing; those who don't but try hard – they to be trained through LLAS; and those who won't do as they are supposed to do, even if they know. They are not 'rogues' but criminals and should be prosecuted. The industry does not want them.

For more info visit: www.ihowz.uk



Paul Shamplina, a renowned expert in property management and landlord-tenant law, Paul is the Founder of Landlord Action, star of Channel 5's Nightmare Tenants.

Paul is a property expert with over 30 years of experience. Paul has extensive experience in the field and is widely recognized for his insightful advice and practical solutions.

Landlord Action was set up by Paul Shamplina and Jonathan Chippeck in 1999, frustrated with solicitors charging too much to landlords to deal with problem tenants, they were the pioneers to offer three steps and a fixed fee in dealing with problem tenants and gaining possession of the landlord's property. Founder Paul Shamplina has sat on numerous Government Working Groups advising the Government on the Private Rental Sector, notably on the Deregulation Act and regularly appears in the Media and National press.

Landlord action is part of Brown & Brown, Inc. one of the world's largest insurance broking businesses. Brown & Brown supports our business by providing access to strong insurance partnerships, enhanced insurance products, risk management resources, and the expertise of over 14000 insurance professionals worldwide.

For more info visit: www.bbrown.com/eu



Lord Richard Stuart Best (OBE DL) is a British housing sector leader and policy expert in the House of Lords. He was created a life peer in 2001 and sits as an independent Crossbencher.

Lord Best was Chief Executive of the National Housing Federation for 15 years then of the Joseph Rowntree Foundation for 18 years; he was Chair of The Property Ombudsman and Chair of Hanover Housing Association; he previously chaired the government's Regulation of Property Agents Working Group. He has been actively involved in parliamentary debates on the Renters' Rights Bill, proposing amendments on letting agent qualifications and landlord redress schemes.



Richard Tacagni MCIEH CEnvH- Richard is the founder and Managing Director of London Property Licensing, an independent housing consultancy offering simple impartial and expert advice on regulation of the PRS. His client base includes private landlords, letting agents and local authorities.

Richard is a Chartered Environmental Health Practitioner and housing specialist with over 30 years' experience.

He acts as a civil expert witness on housing regulation and recently joined the Chartered Institute of Environmental Health's Housing Advisory Panel. He often represents clients in First-tier Tribunal proceedings and has a strong track record in negotiating settlement.

London Property Licensing is an award-winning housing consultancy offering expert advice to private landlords, letting agents, industry bodies and local authorities on property licensing and the regulation of private rented homes. Services include telephone consultations, licence application handling service, problem solving, expert witness reports and handling First-tier Tribunal appeals. The London Property Licensing website provides a free-to-access comprehensive guide to all property licensing schemes in London, attracting over 1.7-million-page views."

For more info visit www.londonpropertylicensing.co.uk



Melissa Scott is the founder of Songbooks, a bookkeeping and accounting practice with a dedicated team supporting small businesses and landlords. A certified member of the Institute of Certified Bookkeepers since 2010.-

Melissa and her team help clients adopt digital accounting systems and comply with **Making Tax Digital (MTD)** requirements. Working across sectors including property, retail, and the charity sector, they provide clear, practical advice and tailor solutions to each client's needs. Known for their calm professionalism and collaborative approach, Songbooks enables their clients stay compliant, efficient, and confident in their financial management.

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Council pays £115,000 for illegal eviction

A council tenant has received **£115,000** in compensation after a local authority unlawfully ended his tenancy and re-let his home.

The settlement was reached after legal action brought by Duncan Lewis Solicitors in the High Court (King's Bench Division) in the case Nagar v London Borough of Harrow.

Nagar, a long-term secure tenant of Harrow Council, had lived in the property for many years and intended to resume occupation following a family court order. But in December 2023 he discovered the council had re-let his home without warning — leaving him homeless and without access to his possessions.

The council claimed the tenancy had been lawfully terminated by a Notice to Quit signed by his ex-wife. However, the Notice — dated 17 October 2023 — purported to end the tenancy just six days later, on 23 October 2023.

This was in breach of both the tenancy agreement and section 5 of the Protection from Eviction Act 1977, which requires a minimum of four weeks' notice.

Acting for the tenant, Duncan Lewis Solicitors challenged the validity of the Notice and issued High Court proceedings valued at £140,000.

Harrow Council's attempted to defend the claim by arguing the Notice was "effective from" a later date. However, the statutory notice period begins on the date of service — it cannot be overridden by later interpretation.

Following mediation, Harrow council. agreed to settle the claim for £115,000, recognising the seriousness of the unlawful eviction and the strength of the tenant's legal position.

Manjinder Kaur Atwal, Director of Housing Law at Duncan Lewis, says: "This case is a stark reminder that the four-week notice period is not optional. When councils or landlords fail to follow statutory protections, the consequences for tenants can be devastating — and costly for those responsible. We are pleased that Mr Nagar has finally received justice and significant compensation for the hardship he was put through."

The law firm says this case underscores the critical importance of properly scrutinising Notices to Quit — particularly in joint tenancy situations.

Even a seemingly small error, such as failing to meet the four-week statutory notice requirement, can render a Notice completely invalid and expose landlords to high-value unlawful eviction claims.

Source: [Click here](#)

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Landlord family must pay £930,000 after six-year legal case

A family of landlords in London has been ordered by a court to pay over £900,000 for illegally converting a property and breaking planning laws.

Ealing council has concluded a six year long legal action against Jagdishbhai Patel, Minaxiben Patel, and their son Alpesh Patel of Hanwell, and daughter Parul Patel of Perivale. In total, the defendants, who are all named as legal owners of the property, were ordered to **pay £929,621.11** at Isleworth Crown Court. The amount includes a confiscation order, fines, victim surcharge, and prosecution costs.

Two planning enforcement notices were served in August 2019 for extensions which were completed without planning permission to another property the family owns in Hanwell. One of the notices was to stop the use of an outbuilding at the back of the property as a self-contained flat. The other was to stop the use of the first and second floor as four self-contained flats, including the instruction to remove the kitchen and bathroom facilities.

An appeal was made against one of the notices which was rejected by the planning inspectorate, and the family was told to put the property back to how it was before the work had been done by October 2020.

As warning letters to comply with the notices were ignored, council officers visited the property under a warrant in April 2022 and found that it still wasn't compliant with both notices. The flats and illegal outbuilding were being let to tenants, and the defendants had continued to profit from the illegal conversions and receive rental income.

All 4 owners were summoned to court in January 2023 but failed to appear. They pleaded guilty to failing to comply with the requirements of both the enforcement notices, at a hearing in June that year, but attempts to change their pleas and failing to show up to hearings caused more delays.

During a further enforcement visit in July 2025, the owners had still not complied with the council's enforcement notices. Council tax records confirmed that all five dwellings remained occupied and the owners had been receiving rental income all this time.

At a hearing in October 2025, details of which have only just been released, a confiscation order of £900,217.11 was imposed on Jagdishbhai and Minaxiben Patel. They were also issued a £4,500 fine each, totalling £9,000, and ordered to pay legal costs of £8,000 each, and victim surcharges of £181 each.

Siblings Alpesh and Parul Patel, were registered owners of the property, but the court agreed they were less culpable for the failure to comply with the notices, and were each ordered to pay a victim surcharge of £21, and costs of £2,000.

The defendants have been warned that failure to comply with the original enforcement notices would result in further court action.

Last month Ealing council tightened its planning controls which means that all new HMOs, however small, will have to apply for planning permission.

A council spokesperson says: "The outcome of this prosecution sends a clear message that we will not tolerate illegal property conversions that undermine our planning system and put residents at risk. We will use every legal tool available to us to ensure offenders who wilfully ignore the rules are financially punished.

"This outcome reflects the seriousness of these breaches. Anyone intending to make changes to their property must get approval first. We remain committed to protecting private tenants and ensure they have safe, well-maintained homes."

Source: [Clickhere](#)

Energy Efficiency in Private Rented Property in Westminster - MEES Plus Grant Pilot Scheme (2023)

Westminster City Council is writing to all landlords whose property may be eligible for financial support through the **MEES Plus Grant Pilot Scheme (2023)** to improve the energy efficiency of their properties.

In 2019 Westminster City Council declared a Climate Emergency and committed to achieving a Net Zero City by 2040. To meet this target in housing, the Pilot Scheme will offer eligible landlords financial support of up to **£10,000** to improve the energy efficiency of their property, measured by the Energy Performance Certificate (EPC). Landlords are expected to match fund grant money (e.g. a grant of £5,000 would require a matched contribution from the landlord).

Current regulations require that private rented property must meet an EPC of E or above. We believe that you are the landlord of: (*insert address*), which is operated as a rented dwelling and is in compliance with the MEES Regulations with EPC rating of xx and may be eligible for grant funding.

Westminster encourages landlords to take advantage of this opportunity to reduce carbon emissions and improve energy efficiency in their properties as early as possible. The UK Government¹ is consulting on a proposal to increase the minimum energy efficiency standard (MEES) from an EPC rating of 'E' to a rating of 'C' for new tenancies from 2025 and to all private rented homes from 2028. Action now will support landlords to meet potential future requirements.

For further information on eligibility and how to apply, please refer to:

www.westminster.gov.uk/housing/private-sector-housing/landlords/landlord-energy-grant-scheme

For any questions please contact: res@westminster.gov.uk

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Email:

Helen.burke@lbbd.gov.uk

Angela.nicholson@lbbd.gov.uk

Landlord fined for profiting from tenants living in danger

A London council has prosecuted the landlord of a property for letting an unlicensed House in Multiple Occupation (HMO) and failing to meet fire safety and maintenance standards.

During an inspection in May 2025 of the property on Kilburn, north London, Camden council enforcement officers found five unrelated tenants living in the property – therefore requiring an HMO license.

Officers also identified multiple hazards including the lack of a carbon monoxide alarm, items blocking the fire escape, and insufficient fire safety doors to the flat entrance, kitchen and bedrooms. They also found significant disrepair and mould growth in the bathroom.

Benjamin George Wilson, of Barnet, did not appear at Highbury Magistrates Court and was found guilty in his absence of five offences committed under the Housing Act 2004.

These related to letting an unlicensed HMO and failing to comply with multiple regulations under section 234 of the Act.

Wilson was ordered to pay a total of £15,872. £2,500 for each of the five offences, a surcharge of £2,000 and prosecution costs of £1,372.

A council spokesperson says: "This landlord profited from residents living in dangerous conditions and failed to comply with clear legislation. I'm pleased that he's been handed this fine thanks to the robust work of our enforcement officers.

"Everyone deserves to live in a home that is safe and secure.

"With over a third of households in Camden privately renting, we will not hesitate to take action against landlords who fail to meet important safety and management standards for our residents."

Source: [Click here](#)



LANDLORDS.

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