The Renters Rights Act 2025: Are You Ready?

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Introduction

1. Thank you for attending the Business & Property Juniors webinar on the Renters Rights Act 2025. These notes have been prepared to recap the key points covered as well as adding a Q&A section based on questions asked.

Effect on existing tenancies

Conversion of Assured Shorthold Tenancies

2. From 1 May 2026 all existing ASTs and ATs converted automatically into Assured Periodic Tenancies (APTs), meaning that fixed terms are now abolished.[1] The only exceptions are those tenancies where a valid s.21 or s.8 notice was served prior to 1 May. In this case the RRA will not apply until proceedings have concluded or the notice expires, either naturally or at the longstop date of 31 July 2026 (see para 43 onwards below).

3. All APTs will have a rent period of 1 month or less. Unlike new tenancies, it appears that if the existing tenancy allowed for payment of rent in advance (e.g. 6 month's rent payable in advance) then this can continue.[2]

[1] Renters Rights Act 2025 ss.1 – 2.

[2]Renters Rights Act 2025 s.8(2)(a).

Requirement to provide information

4. Landlords are required to serve key information about the changes pursuant to the RRA by **31 May 2026**.[3] If the original tenancy is wholly or partially in writing the official Information Sheet for Existing Tenancies must be used. This must be downloaded from the following link: https://www.gov.uk/government/publications/the-renters-rights-act-information-sheet-2026.

5. Documents downloaded from elsewhere are not valid. Service of the Information Sheet can be achieved by printing and posting or by sending the downloaded PDF electronically e.g. by email or text. Sending a link to the downloadable document is not sufficient for service. All tenants must be given the information individually. If the landlord employs letting agents, then they must also serve the information sheet on tenants.

6. If the tenancy is wholly oral the following prescribed information must be given to each tenant in written form: https://assets.publishing.service.gov.uk/media/699d8cbec497bac082bc7562/Written_information_that_must_be_given_to_tenants-_landlord_guidance.pdf.

Rent

7. Rental periods under existing tenancies will cease to have effect unless they are for a period of 28 days or less, or monthly.[4] Where existing periodic terms cease to have effect, the first day of the new monthly period will be the day after the last day of the rental period within which 1 May fell.

[3] Renters Rights Act 2025 sch 6, para 7.

[4] Renters Rights Act 2025 s.1.

8. The monthly rent for tenancies which previously had rental periods of longer than 1 month is to be calculated as follows:

$$\frac{R}{D} \times 30.42$$

Where R is the rent due for the previous rental period and D is the number of days in that period.

9. Rental increases can now only be achieved through the s.13 HA 1988 process and are limited to annual increases.[5] Rent review clauses in tenancy agreements are no longer valid. This change does not apply to rental increase which have already been agreed prior to 1 May but have not yet taken effect.

10. Tenants may challenge the rent payable within the first 6 months of the term. Tenants may also challenge any rent increase at the FTT, whose powers have changed significantly. In particular, they can no longer award an increase of more than the proposed amount in the landlord's notice even where the proposed amount is less than the market rate. Any decision by the FTT can no longer be backdated, so a rent increase which has been challenged and taken to the FTT will only begin on the date of the decision at the earliest. This has the potential to significantly lengthen the rental increase process.[6]

11. All tenants are now entitled to recover overpaid rent after the end of an APT, regardless of whether this is contained in the tenancy agreement or not.[7]

[5] Renters Rights Act 2025 s.6(7).

[6] Renters Rights Act 2025 s.7.

[7] Renters Rights Act 2025 s.10.

Grounds for possession – Prior Notice

12. Certain of the new grounds for possession require that written notice be given to tenants prior to entering into the tenancy agreement. As this is clearly impossible for existing tenancies which have converted into APTs, some provisions have been made so that existing landlords may rely on these.

13. In order to rely on the student accommodation ground at 4A the landlord must give a written statement of their wish to be able to recover possession under this ground and which conforms with all the requirements of notice under than ground by **31 May 2026**.[8] The same applies for the redevelopment ground at ground 6.[9]

14. However, in order to rely on the stepping stone accommodation ground at 5A the required statement should have been served on the tenant prior to 1 May 2026.[10] If this was not done the landlord can no longer rely on this ground.

Discrimination

15. Blanket bans on children or tenants in receipt of benefits are now unlawful, and any such clauses in existing tenancies will be unenforceable.[11]

16. In relation to children there is an exception in that a restriction may be found to be lawful if it is a proportionate means of achieving a legitimate aim.[12] A legitimate aim is likely to be one that provides a genuine benefit to someone other than the landlord.

[8] Renters Rights Act 2025 sch 6, para 13.

[9] Renters Rights Act 2025 sch 6, para 15.

[10] Renters Rights Act 2025 sch 6, para 14.

[11] Renters Rights Act 2025 s.35(1).

[12] Renters Rights Act 2025 s.35(2).

Examples given in government guidance include restricting children in later living or student accommodation.

Pets

17. There is now an implied covenant in every tenancy agreement that the tenant has the right to request permission to keep a pet.[13] This request must be in writing and contain a description of the pet. The landlord cannot refuse unreasonably and must give their response within 28 days.

18. Where the landlord reasonably requests further information about the pet before the 28-day deadline has expired they may delay giving consent until 7 days after that information is provided.[14] If the tenant does not provide the information, the landlord is not required to give an answer.

19. There are two examples given in s.11 as to when it would be reasonable for a landlord to refuse consent. These are when the pet being kept at the property would cause the landlord to be in breach to a superior landlord and where the landlord is required to obtain a superior landlord's permission for the pet, has taken reasonable steps to obtain said permission and the permission has not been given.

20. If the landlord breaches this covenant the tenant is able to request an order for specific performance from the court.

[13] Renters Rights Act 2025 s.11.

[14] Renters Rights Act 2025 s.11.

Changes to the Grounds for Possession

Possession before the Renters Rights Act 2025

21. As everyone will be aware, prior to the Renters Rights Act 2025, there were two main routes to possession: section 8, and section 21. By way of a very quick recap:

    (a) *Section 8* – Comprises mandatory and discretionary grounds for possession. If a landlord proves a mandatory ground (i.e. grounds 1 to 8), the court *must* make an order for possession. However, where a landlord relies upon a discretionary ground (i.e. grounds 9 to 18), the court is required to consider whether it is *reasonable* to make an order for possession.

    (b) *Section 21* – "No-fault evictions". Landlord can recover possession provided they provide the tenant with at least two-months' notice (and have provided them with the required information such as gas safety certificates, EPC rating, How to Rent Guide, etc). Possible to use the Accelerated Possession procedure which *could* result in an order for possession without a hearing.

Abolition of Section 21

22. The big headline change is the abolition of section 21. That means that section 8 will now be the only route for recovering possession. For the transitional provisions and the phasing out of section 21, see paragraph 43 onwards below.

Reforms to Section 8

23. At a very high level, it appears that the changes under Renters Rights Act attempt to balance the abolition of the "no-fault" section 21 procedure by introducing new mandatory grounds which account for a greater number of specific scenarios. The difficulty for practitioners is that, whilst we wait for cases to make their way through the courts, it can be hard to advise clients on these new scenarios. To that end,

although it does not form part of the Renters Rights Act 2025 and is no replacement for reading the Act itself, the Explanatory Notes can be useful in providing additional context to the Grounds.[15]

24. The majority of the reforms to section 8 focus on the mandatory grounds with relatively few changes made to discretionary grounds. The rationale for this is fairly straightforward; as possession under the discretionary grounds requires landlords to prove reasonableness, that provides tenants with an extra level of protection. Therefore, these notes will focus on changes to the mandatory grounds. The following is not intended to cover every ground, but it is intended to flag some of those which are most frequently used in practice as well as some interesting changes.

Ground 1 – Occupation by the Landlord or a Family Member (Amended ground)

25. Ground 1 permits a landlord to recover possession of the property where they require it as the only or principal home of:

(a) The Landlord;

(b) The Landlord's spouse, civil partner, or person with whom the landlord lives as if they were a spouse or civil partner;

(c) The Landlord's parent, grandparent, sibling (including half-siblings), child, or grandchild;

(d) The child or grandchild of the Landlord's spouse or civil partner.

[15] The Explanatory Note can be found at: https://www.legislation.gov.uk/ukpga/2025/26/pdfs/ukpgaen_20250026_en.pdf with the commentary on the Grounds for possession starts at paragraph 932 onwards.

26. This ground has been expanded beyond focusing on the landlord only and now includes occupation by close family members. However, there are a couple of restrictions which need to be borne in mind:

(a) *Ground 1 cannot be used within the first 12 months of the tenancy* – The ground can only be used where the current tenancy began at least 1 year before the relevant date (i.e. the earliest date after which proceedings will start following the required notice period).[16] However, note the relevant date relates to the date on which proceedings can start. Therefore, if a landlord were to serve a notice in the 11th month of a tenancy, that would be valid as the 4-month notice period would expire after the first 12 months of the tenancy.

(b) *No re-letting within 12 months of recovering possession* – If possession is recovered under Ground 1, the property cannot be re-let or marketed within the "restricted period" (i.e. 12 months following service of the section 8 notice).[17] However, this does not apply where the tenant / licensee is the family member occupying the property.[18]

27. The required notice period for the section 8 notice / relevant date is *4 months*.

Ground 1A – Sale of the Property (New ground)

28. Ground 1A provides for recovery in the case of an intended sale, provided the following conditions are met:

(a) The landlord seeking possession intends to sell a freehold or leasehold interest in the property or to grant a long lease (i.e. over 21 years);

[16] Paragraph 25 of Sch 1 of the RRA 2025 (inserting Part 5 into Sch 2 of the HA 1988).

[17] Section 13 of the RRA 2025 (inserting s 16E(2) & (3) into the HA 1988).

[18] Section 13 of the RRA 2025 (inserting s 16F(1)(a) into the HA 1988).

(b) The tenancy did not come into being as a result of Schedule 1 to the Rent Act 1977 (i.e. succession of regulated tenancies), or section 4 of the Rent (Agriculture) Act 1976 (i.e. a protected agricultural occupancy);

(c) Either

(i) The tenancy began at least 1 year before the relevant date (this is the same restriction as discussed at paragraph 26(a) above), or

(ii) At the relevant date, (1) the landlord has been given notice of compulsory acquisition, (2) the landlord intends to sell their interest to the acquiring authority, and (3) the acquiring authority intends to acquire it;

(d) The landlord seeking possession Is not a social landlord (as specified in sub-paragraph (d) of Ground 1A).

29. Similar to Ground 1 (see paragraph 26 above), Ground 1A cannot be within the 12 months of the tenancy, and, if it is used, the property cannot be re-let for 12 months following service of the section 8 notice. This latter restriction is subject to the following exceptions:

(a) Where the tenant / licensee is the prospective purchaser;[19] or

(b) Where the landlord is a shared owner under a lease and they intend to assign their interest after their tenant has left (subject to meeting the conditions).[20]

30. The required notice period is 4 months.

[19] Section 13 of the RRA 2025 (inserting section 16F(1)(b) into the HA 1988).

[20] Section 13 of the RRA 2025 (inserting section 16F(3) to (5) into the HA 1988).

Ground 2 – Sale by Mortgagee (Amended ground)

31. Ground 2 has been expanded. It appears the rationale is to allow for any mortgagee to recover possession where vacant possession is required for sale. Essentially, the amendment removes the previous requirements that (a) the mortgage predated the tenancy, and (b) the tenant be given notice at the beginning of the tenancy.

32. The required notice period is 4 months.

Ground 3 – Recovery of holiday lets (Abolished ground)

33. Ground 3 has now been abolished. It is useful to have a bit of context to this. There is a practice whereby properties are let as holiday rentals during peak periods, and on Assured Shorthold Tenancies during the off-season (i.e. October to February). The landlord would then regain possession and re-let the property during the peak season. The issue is that this practice both disrupts and inflates the local housing and rental markets. Paragraphs 962 to 964 of the Explanatory Note to the Renters Rights Act suggest that the policy underpinning the abolition of Ground 3 is to stop this practice.

34. The reassurance which is commonly given is that "genuine" holiday lets are excluded from the operation of the Housing Act 1988 and so will fall outside of the Renters Rights Act 2025.[21] This begs the question of what exactly constitutes a genuine holiday let. Unfortunately, there is limited case law on this point and, so, the answer is not entirely clear. For now, a common-sense approach will have to be adopted. For example, a holiday let agreement for 1 or 2 weeks during the peak season in a popular tourist resort will likely qualify. By contrast, an extended tenancy (i.e. measured in months rather than weeks) over the off-season will likely not qualify. A possible grey area may be shorter lettings over the off-season (perhaps over the Christmas to New Year period or similar). In any event, given the difficulty such landlords could face in

[21] By paragraph 9 of Schedule 1 of the Housing Act 1988, tenancies for the purpose of holiday lets are excluded.

recovering possession given the abolition of Ground 3 and section 21, this looks like a fertile area for dispute.

Ground 4A – Recovery of Student Lets (Amended ground)

35. The rationale for this ground is to allow landlords to recover possession of student Houses in Multiple Occupation (HMO) during the summer break with the intention of re-letting them in the new academic year. The conditions for this ground are that:

(a) The dwelling house is an HMO, or in an HMO;

(b) The tenant meets the student test when entering the tenancy. That is to say they are (i) a full-time student, or (ii) the landlord reasonably believes that the tenant would become a full-time student during the tenancy. This latter provision is so that landlords may let to incoming full-time students.

(c) The landlord gives written notice at the beginning of the tenancy that (i) the tenant meets the student test, and (ii) the landlord intends to let the property to another student at the next tenancy

(d) The period (i) beginning on the start date of the tenancy, and (ii) ending with the period on which the tenant was entitled to possession of the property, is less than 6 months

(e) The relevant date (i.e. the date specified in the section 8 notice) falls between 1 June and 30 September of any year

(f) Landlord seeking possession intends to let the property to a full-time student (i.e. meeting the student test).

36. Again, the notice period for this ground is 4 months. Given the timeframes involved, this will like become part of the annual calendar for student landlords.

Ground 7 – Death of a Tenant (Amended ground)

37. Ground 7 allows a landlord to recover possession where a tenancy has devolved on a new tenant under the will or intestacy of the former tenant. Proceedings under Ground 7 have to be started within 12 months of (a) the death of the tenant, or (b) the date on which, in the opinion of the court, the landlord became aware of the tenant's death.

38. The Renters Rights Act 2025 inserts provision that Ground 7 *cannot* be used to recover possession from a new tenant who used the property as their only or principal home immediately prior to the tenant's death. However, this will not apply where (a) the tenancy had devolved on the deceased tenant under a will or intestacy, or (b) the tenancy is a special tenancy. A special tenancy is defined as being social housing, a rent-to-buy agreement, supported accommodation, local authority homelessness housing, or stepping stone accommodation under Ground 5H.

39. The notice period for this ground is 2 months.

Ground 8 – Rent arrears (Amended ground)

40. The key change here is to the amount of arrears which will be required. This has been increased from 8 weeks / 2 months to 13 weeks / 3 months. In practice, this will likely not be a significant change; if a tenant is unable to pay their rent for 2 months, then they will likely also be unable to pay it for the third month.

41. A more significant change is the exclusion of pending / delayed Universal Credit payments from the calculation of rent arrears. For example, a tenant misses 1 month's rent due to becoming unemployed. The tenant is approved for Universal Credit, but the payments are delayed over the course of a further 3 months. Although the tenant has missed 4 months of rent, the pending payments from Universal Credit will be excluded. Therefore, the landlord would be unable to rely upon Ground 8.

42. The notice period for this ground is 4 weeks.

Key deadlines and the end of section 21

Commencement Date

43. As stated above, the key commencement date to bear in mind is **1 May 2026**. This is when almost all of Part 1, Chapter 1 of the Act comes into force, which has the effect that (amongst other things) all existing assured shorthold tenancies become periodic tenancies (per Regulation 2 of the Renters' Rights Act 2025 (Commencement No. 2 and Transitional and Saving Provisions) Regulations 2026 – SI 2026/421).

Key Deadlines

44. The conversion of assured shorthold tenancies to periodic tenancies on 1 May 2026 means that any section 21 notice *must* be served prior to that date.

45. However, proceedings do not *necessarily* need to have started by then. The exact deadline for bringing a section 21 claim – based on a section 21 notice served *before* 1 May – will depend on when the notice exactly was served.

46. The starting point is that there is, in essence, a "long stop" date of **31 July 2026**.[22] Any section 21 proceedings brought after this day will be out of time. The deadline, however, may be earlier if the section 21 notice was served much earlier than 1 May 2026 (para 4(2), schedule 6):

    (a) If the notice period is two months – which is the case for assured shorthold tenancies, and therefore likely most section 21 notices – then proceedings must

[22] Note that 1 August 2026 may still be in time, depending on how one interprets the wording of paragraph 4 of schedule 6 of the Act. However, to be safe, it is advisable to consider 31 July as the final day.

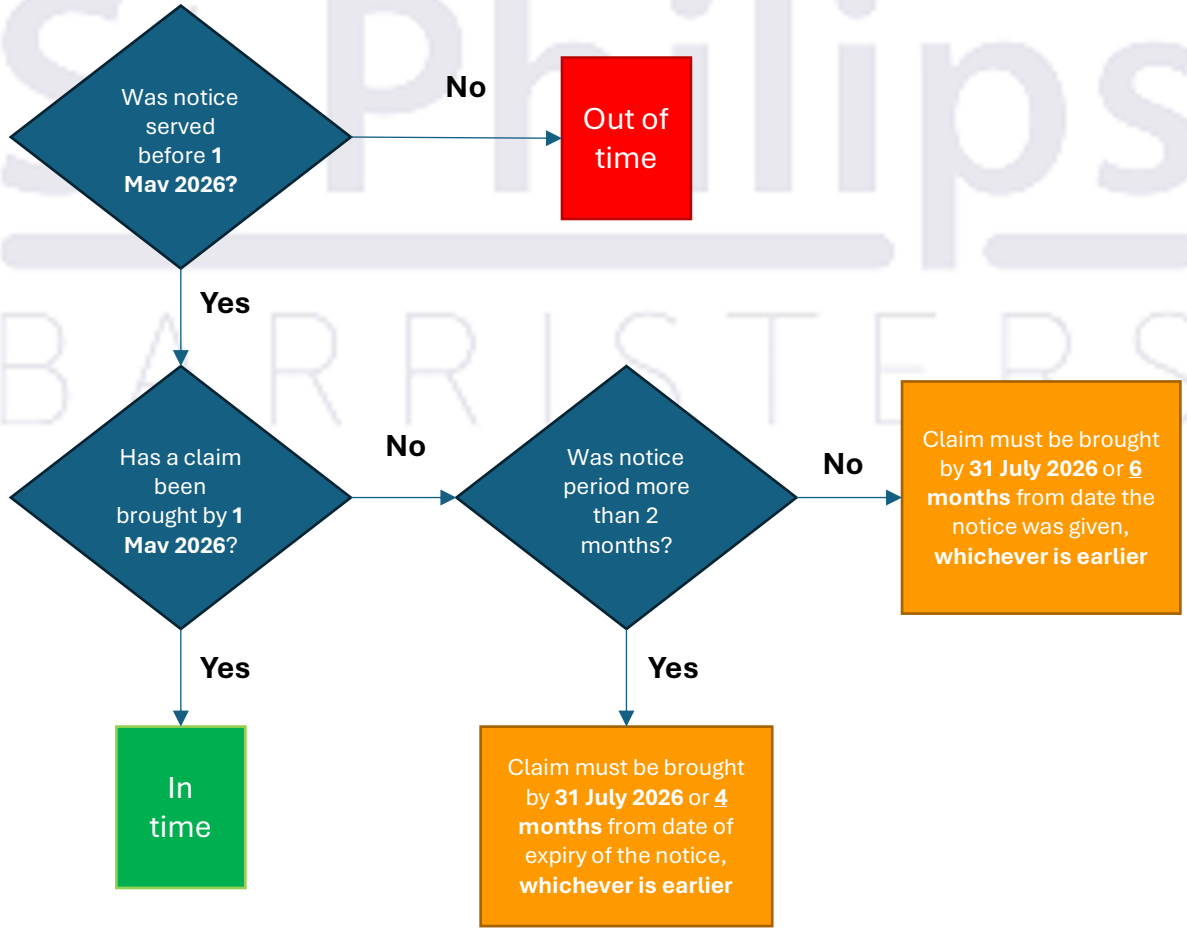
be brought within six months beginning with the date on which the notice was given, *if earlier* than 31 July 2026.

(b) If the notice period is *more* than two months – which will only be the case where the tenancy was a contractual periodic tenancy, and the (rolling) contractual period was longer than 2 months – then proceedings must be brought within *four* months from the date of the expiry of the notice, again *if earlier* than 31 July 2026.

When are proceedings begun?

47. For proceedings to be brought, the claimant must request the court *"to issue the claim form"* (para 4(3), schedule 6). This phrase does not appear to be defined in the Act, but the position here appears to be analogous to that of limitation. Namely, proceedings are brought on the day they are received by the court office, even if that is a day before issue (para 6.1, CPR Practice Direction 7A). The Act does not require proceedings to be *issued* as such, let alone served.

Summary



Q&As

(1) Where a tenant occupying by way of an Assured Shorthold Tenancy has given notice to vacate before 1st May, effective thereafter, do they still need to be provided with the Renters' Rights Act Information Sheet?

- In short, yes. There is no exception: all existing tenants must be served with the information. If not, the landlord could be liable for a fine of up to £7,000 in the first instance.

(2) In the case of an existing Assured Tenancy (prior to 1st May) by virtue of a succession to a Rent Act Regulated Tenancy with a rent book, would the rent book constitute a written tenancy whereby the RRA Information Sheet would need to be provided to the tenant or would a written statement of terms have to be provided instead? In the event of the latter, what would you advise if the tenancy start date, that is when it became an Assured from a Regulated, is unknown?

- It is difficult to answer this question without sight of the document in question. Generally, the Information Sheet can be provided where some if not all of the key tenancy terms are provided in the original tenancy agreement and therefore the Information Sheet only provides information as to the new terms and changes implemented by the RRA. The written statement must be provided where there is no written record of the key terms of the agreement and therefore encompasses standard information which should be included in a tenancy agreement alongside information that is now required by the RRA.

- It may be best to review the rent book and ask yourself: does it contain the key terms of the tenancy? If it does not it may be best to serve the written statement instead of the Information Sheet out of an abundance of caution.

(3) Prior to 1st May, rent payments were collected by standing order normally three days before the due payment date to allow time for the funds to clear – while we understand that a standing order does not constitute a demand as in the case of a direct debit, would this constitute an advance payment of rent and thus technically be prohibited under the Act?

- The RRA doesn't explicitly deal with collection of rent but with any terms in the tenancy agreement which deal with payment of rent in advance. S.8(1) pf the RRA 2025 stipulates: "*Terms of an assured tenancy which provide for when rent is due are of no effect so far as they provide for rent to be due in advance."* However, s.8(2)(a) goes on to state that the above does not apply to a tenancy which was entered into before 1 May 2026.

- Therefore, it would seem that there is no express prohibition of collection by standing order 3 days prior to the due date in the Act.

(4) We served a section 21 on the 28 April with a certificate of service for 30 April. 2 months expires on 30 June. Do we need to issue from 1 July, or before 31 July deadline?

- This depends on the notice period in the section 21 notice, but assuming the notice period is also two months (as is usually the case), then proceedings must be brought by the earlier of (a) 6 months from the date the notice was given, or (b) 31 July 2026. As the notice was given on 30 April, 6 months from 30 April would be 30 October. As 31 July is earlier than 30 October, that is the deadline which applies.

(5) Can we enquire about the evidence required for proceedings such as Gas Safety, Tenancy Deposit Protection, etc. Is this required in particulars or a Witness Statement in support?

- The position in relation to section 21 notices served before 1 May 2026 has not changed. All the usual prescribed requirements must still be complied with, including gas safety certificates and so on. As of 1 May 2026, the grounds of possession have

changed and tenants can no longer be evicted on "no fault" grounds. You will therefore need to rely on a different ground of possession and satisfy the evidential requirements for that ground. For example, where serious rent arrears are due, the court will need a schedule of arrears in the usual manner.

(6) I understand that prior to the RRA, Ground 6 (redevelopment) could not be relied on by a landlord who acquired the property during the period of the existing tenancy agreement if that acquisition was for money or money's worth. It seems that the RRA has amended Ground 6 so that there is no restriction on a new landlord relying on Ground 6 even if they purchase the freehold during the period of the tenancy agreement, but please could you confirm

- Prior to the RRA, the wording of the landlord's acquisition condition was that:

> *"(b) either the landlord seeking possession acquired his interest in the dwelling-house before the grant of the tenancy or that interest was in existence at the time of the grant and neither that landlord nor any other person who, alone or jointly with others has acquired that interest since that time acquired it for money or money's worth;"*

- The landlord's acquisition condition has been retained under the amended Ground 6 in an amended form. Now, the requirement is that (emphasis added):

> *"These conditions are met–*
>
> *(a) the general redevelopment conditions (in every case);*
>
> *(b) <u>the landlord's acquisition condition, but only in a case where section 7(5ZA) applies in relation to the tenancy</u>;*
>
> *(c) the additional RSL condition, but only in a case where the landlord seeking possession is–*
>
> *(i) a relevant social landlord, and*
>
> *(ii) the person who intends to carry out the work mentioned in this ground."*

- The landlord's acquisition condition is broadly identical to the pre-RRA acquisition condition:

  "The "landlord's acquisition condition" is met if–

  (a) the landlord seeking possession acquired the interest in the dwelling-house before the grant of the tenancy, or

  (b) that interest was in existence at the time of that grant and neither that landlord (or, in the case of joint landlords, any of them) nor any other person who, alone or jointly with others, has acquired that interest since that time acquired it for money or money's worth."

- Section 7(5ZA) of the HA 1988 provides that:

  "(5ZA) The court may not make an order for possession of a dwelling-house on any of Grounds 1 to 5H or Ground 6A where—

  (a) a smallholding was previously let to the tenant under a tenancy to which the Agricultural Holdings Act 1986 applies ("the agricultural tenancy"),

  (b) the agricultural tenancy came to an end as a result of the operation of a notice to quit given in case A in Part 1 of Schedule 3 to that Act ("case A"),

  (c) the assured tenancy was granted immediately after the agricultural tenancy came to an end, and

  (d) the dwelling-house is let under the assured tenancy—

  (i) by the person who was the landlord under the agricultural tenancy ("the former agricultural landlord"), or

  (ii) by another person pursuant to a contract or other agreement entered into with the former agricultural landlord under which—

  (A) the dwelling-house is to be let as suitable alternative accommodation for the purposes of paragraph (b) of case A, and

  (B) this subsection is to apply."

- Putting those points together, it appears that the landlord's acquisition condition will generally not apply to Ground 6 as amended by the RRA 2025 except in the case of agricultural tenancies as provided by section 7(5ZA).

(7) What would be the position if a landlord relied on Ground 1A (intended sale) and then actually sold the property before the date in the section 8 notice? Would the notice fall away or would either the old or new landlord be able to continue to seek a possession order in reliance on ground 1A?

- The RRA 2025 does not specifically contemplate this scenario and, given it is a new ground for possession, there is of course no authority at the moment. Presumably, the question would depend upon construction of the word *"intends"*. On a straightforward interpretation, it is likely that *"intends"* connotes future action. Therefore, once the property has been sold, the section 8 notice presumably would fall away.

(8) Are you aware of any specific case that supports the proposition that proceedings are "started" when they are filed with the court rather than when they are issued?

- We would say the proposition is already clear in paragraph 6.1 of CPR Practice Direction 7A. That paragraph provides that: "*Proceedings are started when the court issues a claim form at the request of the claimant (see rule 7.2) but where the claim form as issued was received in the court office on a date earlier than the date on which it was issued by the court, the claim is "brought" for the purposes of the Limitation Act 1980 and* ***any other relevant statute*** *on that earlier date"* (emphasis added). Thus paragraph 6.1 is not just limited to the Limitation Act itself but covers "any other relevant statute". It would certainly seem as though the same principles would apply to the Renters Rights Act.

- But in any event, there is also substantial case law on the point, particularly where a claim is filed in time, but the wrong court fee is paid. This issue was most recently looked at by the Court of Appeal in *Siniakovich v Hassan-Soudey and others* [2026]

EWCA Civ 215. Abbi has written an article looking at this exact case: https://st-philips.com/news-events/less-money-more-problems-when-does-time-cease-to-run-if-an-incorrect-fee-is-paid/.

(9) In relation to Ground 1A, I understand that the Landlord cannot serve a notice within the first 12 months of the tenancy. Does this 12-month period start for all tenancies from 1 May 2026 when the legislation came into force, or is it when the tenancy originally started? For example, if the Landlord had an AST originally dated January 2024, would the 12 months expire January 2025, or does it run from 1 May 2026 and expire 1 May 2027?

- The wording of Ground 1A provides that it can be used provided *"[…] [t]he current tenancy began at least 1 year before the relevant date […]"*. As discussed, the RRA 2025 converts pre-existing ASTs into Assured Periodic Tenancies, rather than treating them as new tenancies. Further, unlike Grounds 4A and 5A (see paragraphs 12 to 14 above), no transitional provision is made for Ground 1A. On that basis, it appears likely that it relates to when the tenancy actually began, rather than from the commencement date of the RRA 2025.

(10) In relation to Ground 1A, what sort of evidence would assist the Landlord to show their genuine intention to sell the property?

- The RRA 2025 provides no guidance on the form or type of evidence to demonstrate their intention to sell the property. However, as Ground 1A requires only that the landlord *"intends to sell"*, that suggests that it is a matter of the landlord's subjective intention to deal with the property. On that basis, a witness statement setting out the intention to sell should suffice (at least until the courts provide further guidance). Of course, any corroborating evidence (e.g. communications with estate agents, or evidence of listing) will strengthen the claim. One point to bear in mind is the role of fines for improper or dishonest use of the new grounds for possession. With that in mind, landlords should take care that they are making possession claims in good faith.

Whilst every effort has been taken to ensure that the law in the webinar and accompanying notes is correct, they are intended to give a general overview of the law for educational and/or informational purposes. It is not intended to be a substitute for specific legal advice and should not be relied upon for this purpose.

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