




Renters' Rights Act 2025: Recovering Possession

 Rabby Fozlay

An overview of some of the headline changes to tenancies and grounds for possession.

The Renters' Rights Act 2025 ("**RRA**") received Royal Assent on 27 October 2025.

COMMENCEMENT DATE

The changes set out below are largely not yet in force (s.145 RRA). They are currently scheduled to come into force on 01 May 2026 ("**the Commencement Date**") (see [here](#))

1. TENANCIES

On the Commencement Date, fixed-term assured tenancies will have no effect and assured shorthold tenancies will be abolished (ss.1-2 RRA).

All assured tenancies will become periodic tenancies by reference to the period which rent is payable, being up to a maximum period of 28 days or less (i.e. weekly/fortnightly etc); or, in all other cases, monthly (s.1 RRA).

A landlord who purports to grant a fixed term assured tenancy will be guilty of an offence and liable to prosecution or a financial penalty of upto £40,000 (ss.13 & 15 RRA).

TENANT'S NOTICE TO QUIT

Tenants will only be required to give two months' Notice to Quit, unless a shorter period is agreed (s.20 RRA).

2. GROUNDS FOR POSSESSION

On the Commencement date, the s.21 notice procedure will be abolished (s.2 RRA).

New/amended grounds for possession will be inserted into Schedule 2, Housing Act 1988 (“**HA 1988**”)(s.3 and Schedule 1 RRA), including:

- Ground 1: Occupation by Landlord or family (after 1 year)
- Ground 1A: Landlord intends to Sell/Grant Lease (after 1 year)
- Ground 1B: Possession After Rent-to-Buy Agreement
- Ground 2ZA to 2ZD: where leasehold ended and Landlord does not own freehold
- Ground 4A: Student Accommodation
- Ground 5A to H: Agricultural Workers; Employees; Supported Accommodation etc.
- Ground 6: Re-development
- Ground 6B: Enforcement Action
- Ground 8: Serious Rent Arrears – 13 weeks’ or 3 months’ unpaid rent

OFFENCES

A landlord who purports to end an assured tenancy by: service of a notice to quit; oral notice; any purported notice of possession or relying on any Schedule 2 ground without reasonably believing that ground has, will or may be met will be guilty of an offence and liable to prosecution or a financial penalty of upto £40,000 (ss.13 & 15 RRA).

GROUND 1: OCCUPATION BY LANDLORD OR FAMILY

A landlord will be able to recover possession under Ground 1, no earlier than 1 year after the tenancy began, if they or their family member(s) (including half-relations) listed below require the property as their only or principal home (para 2, Schedule 1 RRA), being:

- Landlord’s Spouse; Civil Partner or a person who they are living with as such;
- Landlord’s parents; grandparent; sibling; child or grandchild; and/or
- Landlord’s Spouse’s; Civil Partner’s or person who they are living with as such’s child/grandchild.

GROUND 1A: LANDLORD INTENDS TO SELL/GRANT LEASE

A landlord may recover possession under Ground 1A, no earlier than 1 year after the tenancy began, if they intend to sell or grant a long lease (more than 21 years) or sell in compliance with compulsory acquisition notice (para 3, Schedule 1 RRA).

GROUND 1 & 1A: RESTRICTED PERIOD/RELEVANT OFFENCES

If possession is sought under either Ground 1 or 1A (above), the Landlord must not – during the “*restricted period*” (subject to certain exceptions) – grant any tenancy of the property (for 21 years or less); permit any person to occupy the property under licence for monetary consideration or market the property (s.13 RRA).

The “*restricted period*” is defined as beginning on the date the relevant notice/purported notice is served and ending 12 months from the date specified in the notice/purported notice as the earliest date on which proceedings for possession will begin (s.17 RRA).

A landlord who breaches the above duty will be guilty of an offence and liable to prosecution or a financial penalty of upto £40,000 (s.15 RRA)

A minimum notice period of 4 months will be required to rely on either Ground 1 or 1A (s.3 RRA).

GROUND 8: SERIOUS RENT ARREARS

Ground 8 will be amended to require at least either 13 weeks’ (if rent is payable weekly/fortnightly) or 3 months’ (if rent is payable monthly) unpaid rent to recover possession (para 24, Schedule 1 RRA). A minimum notice period of 4 weeks will, also, be required to rely on Ground 8 (s.3 RRA).

MINIMUM NOTICE PERIODS

The minimum notice period required before proceedings can be begun will be amended as follows (s.3 RRA):

Ground specified in notice	Period
1, 1A, 1B, 2, 2ZA, 2ZB, 2ZC, 2ZD, 4A, 6, 6A, 6B	four months beginning with the date of service of the notice
5, 5A, 5B, 5C, 5D, 5H, 7, 9	two months beginning with the date of service of the notice
5E, 5F, 5G, 8, 10, 11, 18	four weeks beginning with the date of service of the notice
4, 7B, 12, 13, 14ZA, 14A, 15, 17	two weeks beginning with the date of service of the notice";

...: (1) held in an authorised scheme; (2) s.213(3) Housing Act 2004 ("**the HA 2004**") initial requirements have been complied with; and (3) s.213 (5) and (6)(a) HA 2004 prescribed information has been given – unless the deposit is repaid (in full/with agreed deductions) or any s.214 HA 2004 application by the tenant is determined; withdrawn or settled (s.26(5) RRA).

TRANSITIONAL PERIOD FOR s.21 NOTICES

If on the Commencement Date:

- a. a valid s.21 notice has already been served and possession proceedings have already been requested to be issued, but have not yet begun or been concluded, then the s.21 notice will remain valid until possession proceedings are concluded (para 3, Schedule 6 RRA); or
- b. only a valid s.21 notice has already been served, but no possession proceedings have yet been requested to be issued, then proceedings may only be begun within the "*applicable period*" – being either within 6 months beginning on the date of the notice; or within 3 months beginning on the Commencement Date (if earlier) (i.e. by no later than 01 August 2026) (para 4, Schedule 6 RRA).

FURTHER READING

Only some of the headline changes are outlined above. Further reading required.

A more detailed note for practitioners/those with a technical interest can be found on the next page.

Disclaimer: For information only. Does not constitute legal advice. All rights reserved.

No responsibility accepted for any reliance on this information.



Rabby Fozlay



Rabby.Fozlay@newsquarechambers.co.uk



newsquarechambers.co.uk/barrister/rabby-fozlay/



linkedin.com/in/rabby-f-96083b121/