



The Renters' Rights Act: *what it means for landlords and how support works*

The Renters' Rights Act is about to come into force and introduces the biggest changes to private rental sector in many years. For landlords, it brings a shift away from fixed term thinking and places greater emphasis on ongoing compliance, good records and correct process.

While the changes feel significant, landlords who understand what's required and take a few practical steps can continue to manage their properties with confidence. Importantly, legal protection and rent related cover remain in place and are designed to support landlords under the new framework.

While the legislation includes a wider range of changes, including around deposits and potential fines for non-compliance, this document is deliberately focused on those changes that are most relevant to Legal Expenses Insurance cover.

A few important actions to be aware of

There are some things landlords should do now to be ready.

All landlords and letting agents must provide tenants with the new Government information sheet explaining the Renters' Rights Act. This applies to existing written tenancies as well as new ones and the information must be issued before the end of May.

Simply sending a link to the information sheet is not sufficient – tenants must be provided with the information itself. Failing to do so could lead to penalties and may affect how certain legal rights can be relied on.

Landlords who have verbal or informal tenancy arrangements are likely to have more to do, as the new framework places greater emphasis on clear terms and documented communication. Taking steps now to understand and comply with the requirements will help avoid issues later on.

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Where landlords were planning to use a Section 21 notice under the existing rules, this needs to be served before the end of April. Section 21 is often referred to as a 'no fault' eviction, as it allows landlords to seek possession without needing to give a specific reason.

After this point, the right to use a Section 21 notice falls away and possession will instead depend on relying on the new legal grounds set out in the Renters' Rights Act. These include circumstances such as selling the property, or where the landlord or a close family member wishes to live in the property.

More generally, landlords should familiarise themselves with the Government information sheet and ensure they are managing tenancies in line with the new approach.

[Click here for more information](#)

How tenancies will work going forward

Under the new Act, Assured Shorthold Tenancies move to Assured Periodic Tenancies. This means tenancies will no longer have a built in end date. Tenants can leave by giving notice, and landlords can regain possession where there is a valid legal ground and the correct process is followed.

This doesn't remove landlords' rights, but it does mean that mistakes are more likely to lead to delays in resolving a case.

What landlords may want to think about putting in place

Some steps are legal requirements under the Renters' Rights Act. Others are not



mandatory in law, but can make a real difference when issues occur and where insurance-based support is needed.

Clear tenancy documentation that reflects the current legal position is essential. Good record-keeping around rent and the condition of the property is increasingly important. Having clear evidence in place often helps matters move more smoothly.

Tenant referencing, inventories and early engagement when rent is missed aren't new ideas, but they matter more in a system where possession processes may take longer. They also form part of how rent-based protection works where this is included in a policy.

How support is available if issues arise

Legal protection remains available under the new regime and is designed to operate within the Renters' Rights framework.

Landlords have access to legal advice to help them understand their position and take the right steps early. They also have access to practical guidance

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and document templates to support compliant communication and process.

Where matters can't be resolved with advice alone, legal support is available to help manage disputes, including possession claims and non-payment of rent issues, subject to policy terms.

Claims example: Landlord needs possession (repossession)

- A landlord needs their property back because the landlord or a relative of the landlord wishes to live in the property.
- Under the Renters' Rights Act, landlords regain possession by relying on a specific ground within a Section 8 notice. The current non fault, section 21 process will be abolished. The landlord will be required to prove their reasoning for the Section 8 notice. You can draft a Section 8 notice using <https://www.arag.co.uk/news-press/landlords/arag-landlord-update/>
- If the tenant fails to move out following expiry of this notice, the landlord



is then required to follow the court process to legally gain possession of their property. In a non-monetary claim this is the point at which you should submit your claim to ARAG.

- ARAG will require some information from you such as the signed tenancy agreement, tenant references, a copy of the notice and any correspondence relating to your claim.
- Once the claim is accepted, ARAG appoints a specialist solicitor to assess whether the claim has reasonable prospects of success. (i.e. whether your claim is more likely than not to succeed). If your claim has reasonable prospects, the solicitor can then run the repossession case under your policy.
- The main difference under the new rules is that the reason the property is required by the landlord must be true and accurate. As the landlord, you should be aware that you cannot change your mind after possession has been gained as there are potentially penalties for reletting a property.

A steady transition

The Renters' Rights Act introduces new challenges and a new way of operating in the private rental sector, but it doesn't leave landlords without protection. Those who understand the changes are best advised to take reasonable steps and use available support to help them navigate the transition.

Support remains in place to help landlords deal with issues as they arise, combining advice, practical guidance and legal backing in a way that fits the new landscape.

Further information for your landlord customers