

# Property Matters

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Homesforth Ltd

Spring 2026

## What are transitional provisions?

**T**he Renters' Rights Act 2025 (RRA) affects Housing Act 1988 tenancies signed from 1 May 2026. It also impacts existing Housing Act 1988 tenancies, especially assured shorthold tenancies. Are you required to do anything or change practises for existing tenancies as a result of the new legislation?

The transitional provisions are part of the legislation and provide the rules to get us from before to after the coming into force of the legislation. The transitional provisions are found in Schedule 6 of the RRA.

There are a number of things that landlords need to do or understand.

### Tenancy changes

It will be no surprise to most landlords that assured shorthold tenancies are set to become assured periodic tenancies (APT) with a maximum period of one month. Many, if not most tenancies will already be periodic, but from 1 May even existing tenancies that had a fixed term remaining will become periodic. Shorter periods of, for example, weekly or four weekly tenancies will be permitted. From 1 May 2026 we can no longer offer fixed term assured tenancies.

### Rents

Tied in with the monthly periodic element are rents. As the tenancy period will be monthly so will be the rent. Landlords will no longer be able to require the rent to be paid as a 'lump sum' in advance. Rent may only be required as a maximum of monthly and no earlier than the day upon which it is due. Landlords may no longer ask for it to be paid a few days early to 'clear' into their account on the due date. That action may attract a penalty.

The first rent may only be required once the tenancy has been 'entered into' (signed by all parties) In this one situation the rent be required before it is due.

If after a tenancy has started the tenant pays rent in advance of their own volition, without any inducement or suggestion, then it may be kept, but has to be returned if the tenancy ends before the end of the period the tenant has paid for.

There is some conjecture about whether a pre-existing tenancy that requires rent in advance to be paid can continue after 1 May. This may have to be established by a court so the safe course would be to revert to monthly.

### Notices served before 1 May

A section 21 validly served before 1 May must be acted upon within 6 months of service or by 31 July 2026, whichever of those dates is earlier. This creates a cliff edge, 'use it or lose it'. 'Using' the notice means making a possession claim to the court and paying the fee. Of course from 1 May no new section 21 may be served.

A section 8 already validly served before 1 May faces a similar deadline, although the section 8 notice must be used within 12 months of service or by 31 July, whichever is earlier. The difference is that a new section 8 can be served after 1 May, albeit with potentially new grounds and notice periods.

### Rent increases

From 1 May any rent increase must be made by section 13 notice or by a new APT agreement. No longer will a landlord be able to rely on an existing

rent increase clause. Only after a section 13 notice has been given (with at least two months' notice) can the landlord and tenant negotiate a lower rent.

Landlords with a rent increase clauses in their tenancy agreement will not be able to use that clause after 1 May. They will have to wait until May to serve a new section 13 notice which must be at least 2 months long.

### Transition Information

The majority of landlords and tenants will have at least some understanding of RRA. The Government though, will require the landlord to send a Government Information Sheet to the tenants of existing tenancy agreements including those 'entered into', but not started, before 1 May.

A recent update to guidance says that the landlord will be able to supply the "information in writing" anytime from when it is released till 31 May. Schedule 6 para 7(2) says must do so "before the end of the period of one month beginning with the commencement date". There are two ways of reading this statement, one is that commencement is a measure for when the month starts, and the other is it cannot be served before that point. The bullet proof course of action will be to serve after 1 May, however, this guidance (not binding on a court) would help the case if you served it before then.

An agent may give this information sheet but the landlord must also give the information. This seems strange and may need a court case to resolve.

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