



# Rent in advance and Rent bidding

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**Get Brexit Done**

**Unleash Britain's**

**Potential**



“We will bring in a Better Deal for Renters, including abolishing ‘no fault’ evictions and only requiring one ‘lifetime’ deposit which moves with the tenant. This will create a fairer rental market: if you’re a tenant, you will be protected from revenge evictions and rogue landlords, and if you’re one of the many good landlords, we will strengthen your rights of possession.”

# Renters (Reform) Bill 2022-23, 2023-24



## 2. Abolition of assured shorthold tenancies

In the 1988 Act –

- (a) omit section 6A (demotion to assured shorthold tenancy because of anti-social behaviour);
- (b) omit Chapter 2 of Part 1 (assured shorthold tenancies).

**CHANGE**

A man with short, graying hair and black-rimmed glasses is speaking at a podium. He is wearing a white dress shirt and a dark, textured tie. A small lapel microphone is clipped to his shirt. The background is a solid red wall with the word "CHANGE" in white, bold, sans-serif capital letters on the left side. In the upper right corner, a portion of a white flag with a red triangle is visible. A black gooseneck microphone is positioned in front of him on the right side.



“Security also means having a secure roof over your head. That is not the case for too many renting their homes privately. Labour will legislate where the Conservatives have failed, overhauling the regulation of the private rented sector. We will immediately abolish Section 21 ‘no fault’ evictions, prevent private renters being exploited and discriminated against, empower them to challenge unreasonable rent increases, and take steps to decisively raise standards, including extending ‘Awaab’s Law’ to the private sector.”



## Renters' Rights Act 2025

### 2025 CHAPTER 26

An Act to make provision changing the law about rented homes, including provision abolishing fixed term assured tenancies and assured shorthold tenancies; imposing obligations on landlords and others in relation to rented homes and temporary and supported accommodation; and for connected purposes.

[27th October 2025]

BE IT ENACTED by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—



01

No more fixed-term  
assured tenancies

02

No more assured  
shorthold tenancies

# Grounds?

**Occupation**

**Sale**

**Redevelop**

**3 months'  
arrears**

**Any  
arrears**

**Persistent  
arrears**

# s.5 Protection from Eviction Act 1977

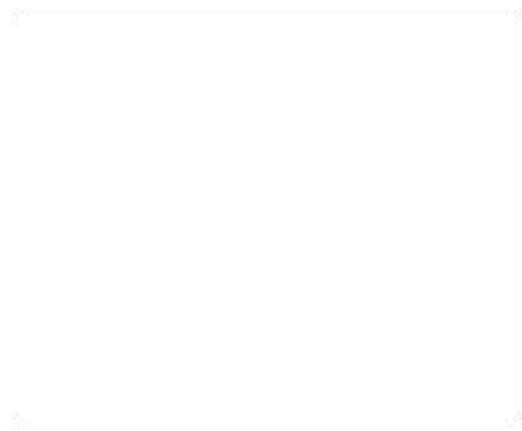
(1ZA) A notice to quit satisfies this subsection—

(a) where it is given by a tenant in relation to premises let under an assured tenancy, if it is given—



(i) not less than any length of time before the date on which the notice is to take effect, not exceeding **two months**, that the landlord has agreed to in writing, or

(ii) in the absence of agreement under sub-paragraph (i), not less than **two months** before the date on which the notice is to take effect;

(b) otherwise, if it is given not less than **four weeks** before the date on which it is to take effect. But in relation to landlords under assured tenancies see section 5(1) of the Housing Act 1988 (notice to quit by landlord is of no effect).







“The Bill will empower private rented sector tenants to challenge unreasonable rent increases. This will prevent unscrupulous landlords using rent increases to evict their tenants—a form of section 21 by the back door.”



# s.4B Housing Act 1988



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# Rent in advance



No rent before signing.

One month's rent may be demanded after signing.

During the term, rent is only payable on the due date each month.

“It would prevent unscrupulous landlords from using rent in advance to either set tenants against each other in de facto bidding wars or to exclude altogether certain types of renters who are otherwise perfectly able to afford the monthly rent on a property.”



# s.16D Housing Act 1988

(2) The landlord under a tenancy to which this section applies must give the tenant a written statement of—

(a) such terms of the tenancy as are specified in regulations made by the Secretary of State, whether in the form of an agreement in writing between the landlord and tenant or a record of terms otherwise agreed, and

(b) any other information in writing about any of the following which is required to be given by regulations made by the Secretary of State—

(i) the tenancy;

(ii) the dwelling-house let on the tenancy;

(iii) the tenant;

(iv) the landlord;

(v) the rights of the landlord or the tenant in relation to the tenancy or the dwelling-house let on it.





# Rental bidding



Advert must include specified rent.

Landlord cannot accept more rent.

Penalty: up to £7,000.



“The clause will end the unfair practice of pitting renters against each other in bidding wars. ... Those of us who represent constituencies with particularly hot rental markets are all too familiar with the common story: a prospective tenant arranges a viewing and turns up in person, only to find themselves being asked to compete with other tenants on the spot. Their experience is not that of a viewing, but of a kerbside auction.”



# Thank you

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