



Rent Increases

Safer Renting

- Safer Renting is a charity that advises renters who live in private rented accommodation (i.e. renters who do not live in a social housing/ housing association)
- We work closely with the London Borough of Camden to help renters who are experiencing harassment and unlawful eviction.
- We believe that renting should be
 - 1) Secure
 - 2) Safe (free from hazards and disrepair)
 - 3) **Affordable.**

Aims of this presentation

- To explain how private landlords can legally increase rents after 1st May 2026
- To explain how you can challenge a rent proposed rent increase after 1st May 2026

Please feel free to ask questions 😊 😊

Does this apply to me?

- The changes we are discussing today only apply to assured tenancies (the most common tenancy type).
- If you live with your landlord, this presentation **might** not apply to you.
- Your rights depend on your tenancy type.
- To find out more, please google Shelter's 'tenancy checker' to find out what type of tenancy you have.

Rent Increases: the current law

Currently, a landlord can increase your rent in the following ways:

1. Mutual agreement between landlord and tenant
2. Service of a valid Section 13 notice
3. A rent review clause in your contract

Rent Increases: changes

- From 1st May 2026, **your landlord can only increase the rent once a year by service of a Section 13 notice**
- Tenancy clauses that say the rent can go up in other ways will no longer apply, even if they are in your contract.
- Mutual agreement between landlord and tenant will no longer validly increase the rent (unless a Section 13 notice was served first).

What is a Section 13 (S13) notice?

- A rent increase notice on a prescribed form (**called Form 4A**)
- It must give at least **2 months'** notice for a rent increase.
- The landlord can only serve a S13 notice **once per year**.
- You can refer your S13 notice to a tribunal (called the First-tier Tribunal) if you think a rent increase is higher than the 'market rent' in your area.
- The Tribunal can set a lower rent if they agree that the new rent proposed is higher than **market rent** for similar properties in your area.

If you receive a S13 notice

You can:

- Accept the rent increase:
 - Pay the new rent
- Negotiate:
 - You and the landlord can agree a new rent which is lower than the proposed rent
- Challenge at the Tribunal
 - Apply the First-tier Tribunal to ask them to set the rent under newly inserted S14(A3)
 - Apply to the Tribunal to challenge the notice validity under newly inserted S13B
 - Both

Reasons to Challenge (from May 1st)

1. The tribunal cannot increase your rent above what the landlord has asked for.
2. Your landlord will not be able to evict you for challenging a rent increase.
3. Your rent increase will be delayed until the Tribunal has made a decision.
4. The Tribunal can further delay the rent increase by up to 2 months if it finds that you will suffer 'undue hardship' from the increase.
5. Its free (for now).

The Process

- **Form 4**
 - **Submit the form to the Tribunal along with a copy of s13 notice and your tenancy agreement.**
 - Email it to the tribunal and the landlord **BEFORE the date on which the new rent starts**
- **Tribunal Directions**
 - Read these carefully
 - Submit evidence in support of your application.
- **Tribunal hearings**
 - You or the landlord can ask for one.
- **Inspections by the tribunal**
 - You or the landlord can ask the Tribunal to inspect the property
 - They can look at the condition of the property.
 - Tell them about any damp or repairs needed.

Validity

- From 1st May, the Tribunal will be able to decide whether a S13 notice is valid.
- Read the whole notice carefully to check if its valid.
- Is it on the prescribed form (Form 4A)?
 - The form will be published on GOV.UK website.
- Are the dates correct?
- The proposed start date of the new rent must be:
 - (1) At least 52 weeks after the first period of the tenancy began
 - (2) At least 52 weeks after any previous rent increase took effect.
 - (3) A date that matches the beginning of a new period of the tenancy.
(EG if you pay rent on 1st month, the new rent can't start on 15th)
- Read all the explanatory notes to check if the landlord has filled out the form correctly.

What is the Tribunal looking at? 'Open Market Rent'



- Ask yourself the question: is the new rent proposed in line with market rent for similar properties in your area?
- If not, why not?
- **Gather evidence:**
 - Similar properties: Zoopla, Rightmove, Facebook Marketplace, Gumtree, high street letting agents
 - Disrepair
 - Room size
 - Location
 - Features

Other potentially relevant considerations

- Local Housing Allowance
- Weird terms in tenancy agreement
- Electrical Safety Certificate
- Gas Safety Certificate
- Anything that devalues the property

Decision

- The tribunal sets the new rent for your tenancy.
- The new rent will be the lower of:
 - The rent proposed
 - Open market rent
- The new rent normally has to be paid from the date of the Tribunal's decision.

Undue Hardship

- Tell the tribunal if a rent increase will cause you money problems.
- Submit evidence in support of this.
- In cases of undue hardship, the Tribunal has the power to defer rent increases by up to a further 2 months.

Potential Changes

Some things we have discussed today could change in the future.

Things that have been discussed:

- Tribunal fees
- Filtering mechanism
- Rent increases backdated

[Check Shelter's website to keep updated on this](#)

Appealing a tribunal decision



- You could challenge a First-tier Tribunal decision by appealing to the Upper Tribunal.
- You normally need specialist advice to do this.
- **You only have 14 days from the date of the First-tier Tribunal decision to request written reasons so don't wait!**

Negotiate

- **You can negotiate with your landlord once you receive the S13 notice.**

You could tell your landlord if:

- the increase they want is above market rent
- you could agree to a lower rent increase if it's affordable
- your benefits do not cover the increase

You can still ask a tribunal to set a new rent if you and your landlord cannot agree.

If its, getting close to the deadline, submit!

You can always withdraw it later on if you and the landlord agree.

Get the landlord to confirm in writing.

Other tips

- If you're in rent arrears, make sure you're getting all the **benefits** you're entitled to.
- Apply for a **Discretionary Housing Payment** from your local council.



Cambridge House

Challenging Rent Amount in first 6 months

- From 1st May 2026, tenants can apply to the Tribunal to challenge the amount of rent payable under the tenancy.
- The tenant must apply to the Tribunal within **six months** of the beginning of the tenancy under Section 14(A2) Housing Act 1988.

Quiz!

- Your landlord emails you saying:
- “I am increasing your rent by £150 per month from 1st August 2026. If you don’t like it, move out”
- Is this a valid increase? Do you need to pay the increased amount?

Quiz!



- Your contract says that your rent will go up by 10% each year. Is this clause valid after 1st May 2026?

Quiz!

- You receive S13 notice.
- What are your options?
- Do you have any deadline you need to be aware of?



Quiz!



- You receive a valid S13 notice from your landlord but you are ill in bed and don't refer it to tribunal until the day after the new rent takes effect. What can you do?

Any questions?



Practical Resources



- Shelter: [Challenging a rent increase - Shelter England](#) (this will be update)
- BPP Drop in Centre: [Free legal advice | Pro Bono Centre | BPP University Law School](#)
- Past tribunal decisions: [Residential property tribunal decisions - GOV.UK](#)
- Some Council Homelessness Decisions

Get in touch:
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Cambridge House