

Your tenancy is changing on 1 May 2026, what does this mean for you?

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- Remember that not *every* renter will have an assured periodic tenancy
- Most APT tenancies likely to end when tenant chooses
- Not an end to 'no fault' eviction but rather, no more eviction without a reason being given

- 'Grounds for possession'
 - Specific circumstances where a tenant can be ordered to leave a property
 - Mandatory / discretionary
 - Landlord must prove the ground applies in court
- Section 8 notices
 - Not the same thing as 'Notice to Quit'
 - Does not end tenancy but puts tenant at risk of court proceedings
 - Must cite a ground for possession
 - Must explain why that ground applies
 - Can cite multiple grounds at once

- Section 8 notice
- Times passes while notice expires
- Landlord 'issues claim'
- Court sends papers to tenant and notifies parties about hearing date
- Tenant must decide whether to defend claim or not
- 10-15 minute hearing – duty solicitor often available to assist
- Possible outcomes:
 - Claim dismissed – tenant wins
 - Possession order made – landlord wins
 - Suspended possession order or claim 'adjourned on terms'
 - Adjourned for further hearing / directions

- Rent arrears: grounds 8, 10 and 11
- Breach of tenancy agreement: ground 12
- Landlord or their partner require property as their home: ground 1
- Nuisance caused by tenant: ground 14
- Tenancy obtained by deception: ground 17
- Tenancy granted in connection with former employment: ground 16

New restrictions on recovering possession using the grounds for possession

- Failure to properly protected a tenant's deposit
 - This applies to section 21 notices but not currently s8 notices
- Failure to register the property on the private rented sector database
 - This will not apply straight away as database no operational
 - Not yet entirely clear what this will really mean



Key new grounds: replacing section 21 notices

1	Occupation by landlord or family	The landlord or their close family member wishes to move into the property. Cannot be used for the first 12 months of a new tenancy.	4 months
1A	Sale of dwelling-house	The landlord intends to sell the property. Cannot be used for the first 12 months of a new tenancy.	4 months



Key new grounds: replacing section 21 notices

4A	Properties rented to students for occupation by new students	A HMO is let to full-time students and is required for a new group of students in line with the academic year. Cannot be used if the tenancy was agreed more than six months in advance of the tenancy starting (i.e. the tenant moving in). Cannot be used if tenants not given "prior notice" of landlord's intent to potentially rely upon the ground before the tenancy began.	4 months
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Key new grounds: replacing section 21 notices

5C	End of employment by the landlord	Previously ground 16 (expanded). The dwelling was let as a result of the tenant's employment by the landlord and the employment has come to an end or the tenancy was not meant to last the duration of the employment and the dwelling is required for a new employee. Alternatively, the dwelling was let as a consequence of the tenant's service in the office of constable for a purpose related to that service and that purpose has been fulfilled or the tenancy is no longer needed for that purpose.	2 months
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Key new grounds: replacing section 21 notices

6B	Compliance with enforcement action	The landlord is subject to enforcement action and needs to regain possession to become compliant. Under this ground, the court will be allowed to require the landlord to pay compensation to the tenant when ordering possession.	4 months
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Key new grounds: replacing section 21 notices

8	Rent arrears	The tenant has at least 3 months' (or 13 weeks' if rent is paid weekly or fortnightly) rent arrears both at the time notice is served and at the time of the possession hearing.	4 weeks
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10	Any rent arrears	The tenant is in any amount of arrears.	4 weeks
11	Persistent arrears	The tenant has persistently delayed paying their rent.	4 weeks



Key Issue: Grounds 1 and 1A

- Concerns about misuse by landlords
- Restriction on landlord re-letting during period of one year after service
- Tenant protected from these grounds during first year of tenancy

How permanent will new-style assured periodic tenancies be?

- Most tenancies will end when the tenant(s) want that
- Nothing tenants can do to prevent eviction in order for landlord to sell or move in after first year

- Criminal offence for landlord to harass or evict tenant themselves other than by enforcement of a court order
- RRA enhances punishments for landlords who illegally evict
- New duty on councils to enforce these laws
- Rent repayment orders:
 - Illegal eviction
 - New: *knowing or reckless misuse of possession ground*
 - New: *breach of restriction on letting or marketing dwelling-house*

Any questions?

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