



UK Government



A student renter's guide to the Renters' Rights Act

The Renters' Rights Act has changed the rules around private renting in England. These reforms give you stronger rights, greater stability, and the fairness you deserve in the place you call home.

If you're renting as a student, how the Act impacts you will depend on the type of landlord you have. Take a look at our table on the final page to check if the changes apply to you.

 **Renting is**
changing

If you're renting from a private landlord

If you're a private renter, you'll now face fewer barriers when you're looking for a property to rent, and more security and stability once you move in.

We've broken down the key changes in the Act and what they mean for you, so you can feel confident renting – even if it's your first time doing so.

Before you start renting

- it's illegal for a landlord to **discriminate against you** when you're trying to rent a property just because you receive benefits or have children
- your landlord cannot ask you for **rent in advance**, nor can they accept bids above the advertised price. They can still ask you for a guarantor

Check you've got the right type of contract

A landlord may give you a contract for a 'licence to occupy' rather than a tenancy, which means the new rights and other rules do not apply.

You may have a tenancy, even if the contract says it's a licence.

Use Shelter's website to **check what type of contract you have** and for **more advice on spotting a real tenancy**, or speak to your students' union advice service.

When you're renting

- your tenancy cannot have a fixed term or end date, but will continue on a rolling basis until either you, another joint tenant, or the landlord ends it
- your landlord must follow a process known as 'the Section 13 process' for **increasing the rent**, and they must give you at least two months' notice of a rent increase

- if you think a proposed rent increase is higher than the **open market rent**, you can challenge it at the First-tier Tribunal
- if your landlord commits **certain offences** whilst you're renting, you may be able to claim back up to two years' worth of rent through a **Rent Repayment Order**

Ending a tenancy

If your landlord wants you to leave:

- they can no longer use a Section 21 'no fault' eviction to end the tenancy. They must have a **legally valid reason** to evict you. This includes if you don't follow the rules of your tenancy, like paying the rent
- if you live in a **House in Multiple Occupation (HMO)** your landlord may be able to evict you using Ground 4A between 1 June and 30 September (inclusive) so they can rent to a new group of students in the next academic year. In order to do so, they must have given you 'prior notice' in writing before the tenancy started that they intend to use Ground 4A

If you want to leave:

- you can give notice to **end your tenancy** at any point. Your tenancy agreement should say how much notice you'll need to give, which can't be longer than two months. If this isn't in the tenancy agreement, you must give at least two months' notice. You can give less notice if your landlord agrees in writing
- if your tenancy existed before 1 May 2026, and your landlord agreed in writing to a notice period of less than two months (for example, in your tenancy agreement), **then that shorter notice period probably still applies**
- if you have a joint tenancy, your notice will usually end the tenancy for everyone. You can do a tenancy swap, if your landlord and the other tenants all agree

Type of accommodation	What does this look like?	Do the new rights and protections apply?	What does this mean in practice?
Private rented properties	You live in a property rented out by a private landlord. You might be renting on your own or with one other housemate in a smaller property. Or you might be renting in a House in Multiple Occupation (HMO). A HMO has three or more unrelated housemates forming more than one household with shared facilities, like a kitchen.	You're likely to have an Assured Periodic Tenancy (APT), which means the new rights and protections do apply to you.	• Your tenancy does not have a fixed term or end date, but continues on a rolling basis until either you, another tenant or the landlord ends it • You can end the tenancy at any point. You'll usually need to give two months' notice to do this • Your landlord must have a legally valid reason to evict you Read our APT guidance on GOV.UK for more information
Purpose Built Student Accommodation (PBSA)	You live in university-run halls or privately-run halls.	You'll usually have a common law tenancy or licence. This means the new rights and protections do not apply to you. Instead, your landlord must be signed up to a code of practice and be following their rules. There are different codes of practice for university-run and privately-run halls.	• Your tenancy in halls will usually last for a fixed period, normally until the end of the academic year • You'll be liable for the rent for the whole of that period, although your landlord may let you end the tenancy early in certain circumstances, such as if you leave your course Read our PBSA guidance on GOV.UK for more information
Lodging	You rent a room in your landlord's home, and your landlord lives there too.	The new rights and protections do not apply to lodgers. Lodgers have licence agreements rather than tenancy agreements.	A licence can be either: • periodic – run indefinitely from one rent period to the next; or • fixed term – last a set number of weeks, months or years Read our lodgers guidance on GOV.UK for more information