

# The Landlord Guide to the Renters' Rights Act 2026

- UNDERSTANDING REFORM
- MANAGING RISK
- SECURING INCOME



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## Executive Overview

The Renters' Rights Act represents the most significant structural reform of the private rented sector in a generation. It reshapes possession rights, tenancy structure, rent control mechanisms, compliance expectations and enforcement exposure.

This is not an incremental update. It is a recalibration of control within the sector.

### For landlords, the operating environment becomes:

- More regulated
- More procedural
- More document-dependent
- More enforcement-led
- More financially sensitive to error

The central question is no longer simply *"how do I let my property?"*

It is: ***How do I protect income and manage risk in this new framework?***

### This guide explains:

1. What is changing
2. What those changes mean operationally
3. The strategic implications for landlords
4. Why structured management now matters more than ever
5. How DABORACONWAY's Guaranteed Rent model – pioneered in 1991 – is uniquely positioned for this environment

# PART 1

## What is changing?



## Abolition of Section 21

Section 21 of the Housing Act 1988 allowed landlords to regain possession without proving tenant fault, subject to procedural compliance. This mechanism is abolished.

### What This Means

Possession must now rely exclusively on statutory grounds under Section 8.

#### Possession becomes:

- Evidence-based
- Ground-specific
- Procedural
- Potentially slower

### Operational Reality

#### Landlords must now demonstrate:

- Valid statutory ground
- Proper notice
- Procedural compliance
- Documentary evidence

Failure in paperwork or compliance may invalidate possession action.

#### This materially increases the importance of:

- Rent schedules
- Inspection records
- Notice accuracy
- Compliance documentation

## Section 8 Reform

Section 8 becomes the sole route to possession.

### Grounds include:

- Serious rent arrears
- Persistent arrears
- Breach of tenancy obligations
- Landlord intention to sell
- Landlord occupation

Each ground carries specific evidential thresholds and procedural requirements.

### What This Means

Income exposure may continue during possession proceedings.

### Where arrears accumulate, landlords must rely on:

- Court timelines
- Judicial interpretation
- Evidential sufficiency

### Operational Risk

#### Delays may result in:

- Continued unpaid rent
- Extended arrears accumulation
- Increased legal cost

The shift from no-fault to fault-based recovery materially alters income risk dynamics.

## End of Fixed-Term Assured Shorthold Tenancies

Fixed-term ASTs transition to open-ended periodic tenancies.

### What This Means

Landlords lose the fixed end date as a possession management tool.

Tenancies become inherently open-ended unless statutory grounds arise.

Strategic Implication

### Landlords must plan for:

- Longer occupancy periods
- Less control over tenancy duration
- Greater reliance on behavioural or statutory grounds

The sector shifts toward tenancy continuity rather than term control.

## Rent Increase Controls

### Rent increases are restricted to:

- Once per 12 months
- Formal statutory notice
- Subject to tenant challenge

Tenants may challenge increases via Tribunal routes.

### Impact

- Reduced flexibility in adjusting to inflation
- Slower response to market shifts
- Greater exposure to cost pressure

Income growth becomes regulated and procedural rather than market-driven.

## Ban on Rental Bidding Wars

Properties must be marketed at a fixed advertised rent and cannot be let above that figure.

### Impact

- Competitive upward pricing is removed
- High-demand areas lose bidding-driven increases
- Pricing discipline becomes mandatory

This standardises practice but limits peak demand pricing.

## Landlord Database

A national landlord database is being introduced and will become mandatory as part of the Act's implementation.

### Impact

- Increased transparency
- Regulatory visibility
- Easier enforcement identification

Registration will be required once the scheme is formally implemented and forms part of core compliance obligations.

## Ombudsman Expansion

Expanded redress and complaint access strengthens tenant escalation routes.

### Impact

- Complaints escalate more easily
- Documentation and conduct standards matter more
- Poor process creates reputational and financial risk

Professional handling becomes critical.

## Decent Homes Standard

The Decent Homes Standard formally extends to the private rented sector.

### Impact

#### Properties must meet:

- Structural soundness
- Reasonable repair standards
- Functional facilities
- Freedom from serious hazards

Failure may trigger enforcement action.

## Awaab's Law

Binding expectations apply to serious hazards such as damp and mould.

### Impact

- Faster inspection requirements
- Clear response timelines
- Documented remedial action

Landlords must demonstrate proactive management.

## Civil Penalties

Civil penalties increase in scale and scope.

### Impact

Procedural errors may carry substantial financial consequence.

## Rent Repayment Orders (RROs)

In defined circumstances, up to 12 months' rent may be reclaimed via Rent Repayment Orders.

### RROs may arise in cases involving:

- Licensing failures
- Certain regulatory breaches
- Unlawful eviction scenarios

Regulatory non-compliance now carries direct income clawback risk.

## PART 2

# The strategic impact on landlords



## The strategic impact on landlords

### The cumulative effect of these reforms produces:

- Reduced possession flexibility
- Increased reliance on courts
- Slower income recovery
- Greater compliance burden
- Enhanced enforcement exposure
- Expanded tenant escalation rights

The private rented sector becomes more structured and less discretionary.

### The cumulative effect of these reforms produces:

How do you secure predictable income in a framework that reduces timing control and increases enforcement exposure?

## PART 3

# The income question



## The income question

### Under traditional letting, landlords face:

- Arrears risk
- Void risk
- Possession delay risk
- Compliance error risk
- Tribunal challenge risk

In a more enforcement-led environment, these risks increase in consequence.

Income certainty becomes a strategic advantage rather than a convenience.

# PART 4

## GUARANTEED RENT – Pioneered in 1991



## GUARANTEED RENT – Pioneered in 1991

**DABORACONWAY was the first company to develop and implement the Guaranteed Rent Private Sector Leasing (PSL) model in 1991.**

We designed the structure.

We presented it to authorities.

We have delivered contracted landlord income continuously for over three decades.

This is not a recent product innovation.

**It is an established operating framework refined through:**

- Legislative reform cycles
- Market downturns
- Inflationary environments
- Enforcement expansion

### **Why 1991 Matters**

Longevity demonstrates resilience.

**Since 1991, DABORACONWAY has:**

- Operated through multiple housing reforms
- Adapted to regulatory change
- Maintained structured income delivery
- Built institutional-grade compliance processes

Experience matters more in a regulated sector.

## PART 5

# Why GUARANTEED RENT is strategically stronger under the Renters' Rights Act



## Why GUARANTEED RENT is strategically stronger under the Renters' Rights Act

### Under a Guaranteed Rent PSL structure:

- Income is paid irrespective of tenant arrears
- Void periods are mitigated through lease structure
- Direct reliance on Section 8 litigation for income recovery is reduced
- Compliance processes are structured and monitored
- Operational management sits within a professional framework

The shift from discretionary to structured sector regulation aligns naturally with structured leasing.

## PART 6

# Traditional letting vs GUARANTEED RENT



## Traditional letting vs GUARANTEED RENT

### Risk Area

Traditional Letting	Guaranteed Rent (PSL)
• Dependent on tenant payment and void periods	• Fixed contractual income
• Landlord bears arrears risk	• Income insulated
• Income stops between tenancies	• Income continues under lease
• Landlord exposed to court timelines	• Operationally managed
• Direct landlord responsibility	• Structured oversight
• Landlord directly exposed	• Managed framework
• Direct enforcement exposure	• Risk mitigated through structure
• Ongoing landlord involvement	• Operational management undertaken

# PART 7

## Why DABORACONWAY



## Why DABORACONWAY

- Pioneer of Guaranteed Rent since 1991
- Established PSL operator with over three decades of delivery
- Structured compliance systems aligned to legislative reform
- Experience with private and institutional landlords
- Proven resilience across regulatory cycles

**We do not react to reform.**

**We have operated through it.**

## PART 8

# Your options going forward



## Your options going forward

1. Continue traditional letting with increased exposure
2. Adopt structured professional management
3. Secure predictable income through DABORACONWAY's Guaranteed Rent PSL model

In a more regulated rental sector, stability, structure and experience matter.

**DABORACONWAY provides all three.**

### Contact us now on:

- 📞 020 8989 5678 ext 242 for Guaranteed Rent Team
- ✉ [leasing@daboraconway.com](mailto:leasing@daboraconway.com)