

Renters’ Rights Act 2025 Enforcement Policy

Stevenage Borough Council

2026

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Owner	Rory Cosgrove Head of Service for Environmental Health and Licensing
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Author	Geoff Hammond Residential and Animal Control Manager
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equalities@stevenage.gov.uk.

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1 Purpose

- 1.1 The purpose of this policy is to set out the Council's approach to regulation and enforcement of the Renters' Rights Act 2025. The policy details how the Council will apply the legislative provisions concerning the Renters' Rights Act 2025 and how the Council will fulfil its statutory duties under this Act to regulate the private rented sector.
- 1.2 The Renters' Rights Act 2025 brought in significant changes to the law concerning the provision of tenancies and the steps that landlords must follow to lawfully engage in the letting of accommodation, and in seeking possession of accommodation where there are grounds to do so. Local authorities were given new enforcement duties and powers to require that landlords comply with their obligations under the Renters' Rights Act 2025 and to sanction landlords who fail to comply.
- 1.3 The aims of this policy are therefore to:
- Ensure that, where landlords are not complying with their obligations under the Renters' Rights Act 2025 which fall within the remit of local housing authorities, effective regulatory action is taken by the Council using the enforcement powers available.
 - Ensure that enforcement powers are applied in a fair, transparent, proportionate and consistent manner.
 - Provide clarity to tenants, landlords and other interested parties on the approach that the Council will take in the regulation and enforcement of private sector housing standards under the Renters' Rights Act 2025.

2 Scope

- 2.1 The policy is specific to the Planning and Regulation Business Unit. Its implementation will be overseen by the Head of Service for Environmental Health and Licensing.
- 2.2 The policy will impact primarily on private sector landlords and the occupiers of privately rented accommodation. In this policy, the term 'landlord' should be read as including letting agents, managing agents, licensors, property owners, directors of corporate landlords and any other person involved in the letting or management of privately rented accommodation.
- 2.3 In addition, certain provisions of the Renters' Rights Act 2025 also affect social landlords. For example, prior to the Act assured tenancies were used by some landlords in the sector.
- 2.4 While the Act generally applies a wide scope in terms of who can potentially be held responsible for a breach of landlord duties under the legislation, legal representatives acting on behalf of landlords are expressly exempt from the enforcement measures.

3 Legal Framework

- 3.1 The Renters' Rights Act 2025 ('the Act') was enacted on 27th October 2025. The Act brought in substantial changes to the law relating to the private rented sector, aimed at providing tenants of privately rented accommodation with increased security and stability, through reforming private sector tenancies including the grounds for possession, preventing retaliatory evictions and strengthening tenants' rights and protections in a number of other areas.
- 3.2 With effect from 1st May 2026, the Act abolished all fixed-term tenancies, replacing them with statutory assured periodic tenancies, allowing a tenant to give their landlord two months' notice to end their tenancy at any time after their tenancy agreement is entered into. The Act made substantial reforms to the grounds for possession under the Housing Act 1988, meaning that landlords can no longer issue a 'Section 21' notice to obtain possession of their property without giving a reason – formerly known as 'no fault evictions' – and may only seek possession on the grounds specified in the amended Schedule 2 to the Housing Act 1988.
- 3.3 The Act amended the Tenant Fees Act 2019 to prohibit landlords or letting agents from requiring or accepting any payment of rent in advance of a tenancy being entered into and limiting the amount that can be required to be paid in advance once a tenancy agreement has been signed to one month's rent. In addition, the Act prohibits the practice of 'rental bidding' by requiring landlords and letting agents to publish an asking rent for their properties and by prohibiting them from asking for, encouraging, or accepting any offer to pay rent above the specified published amount.
- 3.4 Under the Act, landlords are required to provide tenants with a written statement of terms on which their tenants occupy the property. In addition, the Act brought in new provisions to prohibit landlords or letting agents from discriminating against prospective tenants in receipt of benefits or with children, by preventing or deterring them from viewing or letting properties.
- 3.5 With respect to private sector housing enforcement, Section 107 of the Act places a statutory duty on local housing authorities (LHAs) to enforce the 'landlord legislation,' which is defined as the provisions under:
- Chapters 3 and 6 of Part 1 of the Act
 - Part 2 of the Act
 - Sections 1 and 1A of the Protection from Eviction Act 1977
 - Chapter 1 of Part 1 of the Housing Act 1988
- 3.6 Section 110 of the Act imposes a duty on LHAs to report to the Secretary of State on the exercise of its functions under the landlord legislation.
- 3.7 The Act provides LHAs with new investigative powers to obtain information from relevant persons and powers of entry onto both residential and business premises. In

terms of sanctions for non-compliance with the 'landlord legislation,' the Act provides for LHAs to issue civil penalties (financial penalties) and, for specified offences, to prosecute landlords. The Act also widened the scope and extent of Rent Repayment Orders as set out under the Housing Act 2004 and the Housing and Planning Act 2016, under which LHAs and tenants can apply to a First Tier Tribunal for an order to recover rent or Housing Benefit or the housing element of Universal Credit paid, where a landlord has committed a specified housing offence.

3.8 The Act makes provision for further substantial changes to the regulation of private sector housing which are yet to come into force, including new requirements for all private landlords to register with their local housing authority via a national 'Private Rented Sector Database' and to register with a new 'Private Rented Sector Landlord Ombudsman,' which will provide a means of redress where disputes between private landlords and their tenants arise.

3.9 The Act also makes future provision for a new Decent Homes Standard to apply to the private rented sector, based on the standard which applies to the social housing sector. This will require private landlords to ensure that their properties are free from significant hazards and disrepair, meet adequate standards relating to energy efficiency and have reasonably modern facilities.

4 Equalities

4.1 Under the Equality Act (2010) the Council has a legal duty to fulfil the requirements of the Public Sector Equality Duty (PSED). Through this duty and in the application of this policy, the council will carry out its functions in a way that:

- a. Removes discrimination, harassment, victimisation and any other conduct that is unlawful under the Equality Act (2010)
- b. Promotes equal opportunities between people who have a protected characteristic(s) and those who don't
- c. Encourages good relations between people who have a protected characteristic(s) and those who don't

4.2 Further information on the Council's fulfilment of the Equality Act (2010) is set out in the Equality, Diversity and Inclusion (EDI) Policy (2022) and Reasonable Adjustment Policy (2024).

5 Data Protection

5.1 The Council regards respect for the privacy of individuals and the lawful and careful treatment of personal information as very important to delivery of services.

5.2 The Council will ensure that it treats personal information lawfully and proportionately as set out in the General Data Protection Regulation (GDPR) and Data Protection

Act (2018). For further information on the Councils approach to handling information please see: [Data Protection Act \(stevenage.gov.uk\)](https://www.stevenage.gov.uk/data-protection-act).

- 5.3 The Council will ensure that it treats personal information lawfully and proportionately as set out in the General Data Protection Regulation (GDPR) and Data Protection Act (2018). For further information on the Councils approach to handling information please see: [Data Protection Act \(stevenage.gov.uk\)](https://www.stevenage.gov.uk/data-protection-act).

6 Policy

Approach to Enforcement

- 6.1 As a local housing authority, the Council is under a duty to enforce the landlord legislation in its area. In doing so, the Council will have regard to the government-produced statutory enforcement guidance relating to the Act. This enforcement policy has been developed taking this enforcement guidance into account.
- 6.2 The Council wants to support responsible landlords to raise housing standards. However, the Council expects landlords to have a good understanding of their obligations under the Act and of the housing and management standards that should be met in privately rented accommodation. The Council considers that landlords, in renting their properties, are running a business, whether they have one property or multiple properties. Landlords are expected to conduct their rental business in a professional manner and in full compliance with the law.
- 6.3 It is noted that the Act and therefore the landlord legislation, as defined by Section 107 of the Act, do not fall within the scope of the Regulators' Code. The statutory enforcement guidance relating to the Act makes clear that LHAs need not take informal steps to address non-compliance first, for example by issuing warning letters, before commencing formal action i.e. issuing a civil penalty notice (CPN) or commencing prosecution proceedings.
- 6.4 The statutory guidance further states, *'In determining what steps to take to address the breach or offence, local housing authorities should take account of the need for effective deterrence and punishment and what is in the best interests of tenants.'*
- 6.5 Having regard to the above considerations, where non-compliance with the landlord legislation is established, the Council will normally take formal action, without recourse first to informal action. However, informal action may be taken to achieve compliance in the first instance where there are considered to be good reasons for doing so which outweigh the considerations in favour of immediate formal action, having regard to the reasons for non-compliance and the other relevant circumstances of the case,

including whether the landlord has a previous record of non-compliance with relevant legislation.

- 6.6 Where a decision is made to take informal action first, clear timescales for compliance will be given to the landlord. The investigating officer will then follow up promptly to determine whether the non-compliance has ceased. Where any steps to end the non-compliance have failed to do so, or where it is not possible to remove the non-compliance e.g. because tenants have already been illegally evicted, and the necessary evidential threshold is reached and proceeding is in the public interest, the Council will either issue a CPN or start prosecution proceedings.
- 6.7 Officers of the Council with responsibility for enforcing the relevant provisions of the Act may become aware of a suspected case of non-compliance in a number of ways, e.g. from complaints received from tenants, from proactive inspections undertaken or from other intelligence. Where non-compliance with the landlord legislation is suspected, officers will consider what steps may be reasonably necessary, within the limits of the Council's statutory powers and officers' delegated authority, to establish that a contravention of the Act has occurred.
- 6.8 Both the Council's Housing Options team and Environmental Health & Licensing team provide a frontline service for private rented sector tenants. In terms of the respective responsibilities between these teams, Housing Options will lead in assisting tenants to prevent homelessness and in advising both tenants and landlords respectively about their rights and responsibilities under the Act. Environmental Health & Licensing will be responsible for enforcing all of the provisions under the Act which fall under Section 107, i.e. the landlord legislation. Where a tenant approaches the Housing Options team and there are grounds to suspect that a contravention of the Act has occurred, the Housing Options team will refer the matter to the Environmental Health & Licensing team for investigation. In relation to cases of suspected illegal eviction or harassment falling under the Protection from Eviction Act 1977, officers should refer to the agreed protocols under *Protection From Eviction, Environmental Health & Housing Options - Joint Procedure*.

Enforcement by Trading Standards

- 6.9 The Act places the statutory duty to enforce the landlord legislation, as defined by Section 107, on LHAs. The Council is therefore the regulator with primary responsibility for investigating suspected contraventions under the Act.
- 6.10 However, Section 107 also provides County Councils with the same powers as LHAs to enforce the landlord legislation. Weights and Measures Authorities have existing enforcement duties and powers relating to the marketing and letting of private rented sector properties, including under the Tenant Fees Act 2019 and the legislation relating to Client Money Protection Schemes and the requirement for Energy Performance Certificates when rental properties are marketed.

- 6.11 Where County Councils choose to exercise their discretionary powers under the Act, they must notify the LHA in whose area the breach or offence occurred. If a County Council receives a report of a suspected contravention of the Act but does not take action, it must notify the LHA.
- 6.12 Where officers receive a report about suspected contraventions of certain provisions under the Act that relate to the marketing stage of a private rented sector property, before a tenancy agreement is signed, the officer may initially refer the matter to Hertfordshire County Council Trading Standards. The officer referring the matter should look to agree with Trading Standards which service will take the lead in investigating the suspected contravention. If Trading Standards agree to lead in the investigation, the officer can inform the tenant or person reporting the matter and need not take further action. If it is not possible for the officer to get timely confirmation that Trading Standards will take on the case, having regard to the urgency of the matter and the need to avoid undue delay in responding to the report, the officer should assume the lead role in investigating the complaint.
- 6.13 The provisions to which paragraph 6.12 applies are as follows (see below under Breaches and Offences for further detail):
- Section 16E(1)(a) of the Housing Act 1988 ('the 1988 Act') – as amended by the Renters' Rights Act 2025: Purporting to let a dwelling-house on the tenancy for a fixed term, at the stage where a fixed-term letting is being advertised.
 - Section 16E(3) of the 1988 Act, where the landlord, having used Ground 1 or 1A to obtain possession (see Appendix 1), markets the dwelling-house for re-letting within the 12-month restricted period.
 - Sections 33 and 34 of the Act relating to discrimination, where this occurs at the marketing stage i.e. before a tenancy agreement is signed.
 - Section 56 of the Act relating to the requirement to specify the proposed rent and not to engage in rental bidding when marketing a property.
- 6.14 In relation to suspected offences under the Tenant Fees Act 2019, the Renters' Rights Act 2025 makes amendments to the 2019 Act, bringing in prohibitions relating to rental payments in advance of a tenancy agreement being entered into. Local Weights and Measures Authorities i.e. Trading Standards continue to have the statutory duty to enforce the provisions of the Tenant Fees Act 2019. The Council, as a local authority, has discretionary powers to enforce these measures. However, complaints will normally be referred to Trading Standards to take the lead in investigating suspected offences.

Breaches and Offences

- 6.15 Enforcement of the new measures relates to two categories of conduct: breaches and offences. The term 'breach' is used to refer to non-compliance by landlords where the council may impose a civil penalty, with no option to prosecute. The term 'offence' is

used to refer to non-compliance by landlords where the council may either impose a civil penalty or initiate prosecution proceedings.

- 6.16 A list of breaches and offences under the Act is provided in Appendix 2. Officers must refer to the Civil Penalty Policy once a decision has been made to issue a CPN for a breach or offence under the Act (or for offences under other housing legislation to which CPNs apply).
- 6.17 Further detail on the investigation of specific breaches and offences under the Act, including factors that officers should take into account in their investigations, is set out below.

Assured Tenancies: Requirements and Prohibitions

- 6.18 Part 1, Chapter 1 of the Act made substantial changes to the law affecting private rented sector tenancies, through amendments to the Housing Act 1988 ('the 1988 Act') and additional provisions under the new Act. These changes took effect on 1st May 2026.
- 6.19 The Act abolished fixed-term tenancies and made new and existing tenancies Assured Tenancies. There are limited exceptions, such as for short-term lets or where the occupiers are lodgers.
- 6.20 The Act abolished evictions under Section 21 of the 1988 Act, known as 'no fault' evictions, which allowed landlords to serve notice of possession with two months' notice (to expire after any fixed-term period had ended) without specifying a reason. Under the new Act as it applies to Assured Tenancies, landlords can only seek possession on the grounds set out in Schedule 2 of the 1988 Act (as amended), as summarised in Appendix 1.
- 6.21 The Act created new regulatory breaches in giving effect to the changes, through amendments to the 1988 Act. In relation to the standard of evidence for taking formal action for these breaches and offences, officers must be satisfied beyond a reasonable doubt that a landlord or person acting on their behalf has committed the breach or offence in question.
- 6.22 Under Section 16D of the 1988 Act, landlords are required to provide a written tenancy agreement. For new tenancies, this applied from 1st May 2026 and for existing tenancies it applied from the 31st May 2026. Under Section 16D of the 1988 Act landlords must also provide prescribed information to new tenants (as specified in the *Assured Tenancies (Private Rented Sector) (Written Statement of Terms etc and Information Sheet) (England) Regulations 2026*). Landlords had to provide prescribed information to existing tenants by 31st May 2026 under Schedule 6, 7(2) of the Renters' Rights Act 2025. Failure to comply with either of these requirements is a regulatory breach.

6.23 Section 16E of the amended 1988 Act provides that landlords must not, in relation to an assured tenancy:

- (a) Purport to let a dwelling-house on the tenancy for a fixed term
- (b) Purport to bring the tenancy to an end by service of a notice to quit
- (c) Purport to bring the tenancy to an end, or require that it is brought to an end, orally
- (d) Serve on the tenant a purported notice of possession
- (e) Rely on a ground for possession in Schedule 2 of the 1988 Act, where the person does not reasonably believe that the landlord is, will or may be able to obtain an order for possession on that ground, or
- (f) Rely on possession grounds 1B, 2ZA to 2ZD, 4, 5 to 5H, 6A or 18 in Schedule 2 of the 1988 Act (see Appendix 1), if no prior statement was given to the tenant under section 16D(3) of the landlord's intention to use the possession ground being relied on.

6.24 In terms of using a 'notice to quit' or a 'purported notice of possession':

- A notice to quit is a written document which, for example, can include texts or WhatsApp messages, and may state that it is a 'notice to quit,' may specify a date when the tenancy will end and that the tenant must vacate the property by this date.
- A purported notice of possession is a written document, which can include various forms of written communication (as for notices to quit), which may wrongly claim to be a valid section 8 notice given before possession proceedings, or may claim to bring a tenancy to an end or require the tenant to leave, but is not a claim form or a document produced for the purpose of court proceedings.
- It should be noted that for possession notices, landlords must use the form prescribed by the government – 'Form 3A.'
- When assessing whether a section 8 notice is valid, regard should be had to any court determination on that matter.

6.25 Offences under Section 16J of the amended 1988 Act concerning the rules on Assured Tenancies include the following:

- Reletting or remarketing a property within the 12 month 'restricted period' after using statutory grounds for possession 1 or 1A (**see Appendix 1**), unless the landlord took all reasonable steps to avoid this, or an exception applies.
- Knowingly using a ground for possession despite knowing that a court would not order possession on this ground, or being reckless about that, resulting in the tenant leaving within 4 months without an order for possession being made.
- Committing a breach within 5 years of a previous offence, or within 5 years of receiving a CPN for a previous breach that has not been withdrawn.
- Continuing to commit a breach for more than 28 days after receiving a CPN that has not been withdrawn and is not the subject of an ongoing appeal.

6.26 In terms of the exceptions to the 12 month 'restricted period' referred to above during which a property cannot be relet or remarketed:

- This does not apply or ends early if:
 - the landlord or a close family member (as defined in ground 1) moves in and uses the property as their only or main home
 - a licence to occupy is entered into where the licensee has agreed to buy the property or lease it for more than 21 years
 - the new lease being marketed or granted will be for more than 21 years
 - the court makes an order for possession of the property on a ground other than ground 1 or 1A

- 'Remarketing' includes:
 - advertising that the property is or may be available to let, for example, posting an advert online (the restrictions do not apply to businesses that host property adverts but aren't themselves involved in lettings agency work)
 - while conducting lettings agency work, telling someone that the property is or may be available to let

Discrimination in the Rental Market

- 6.27 Chapter 3 of the Act sets out the regulatory breaches concerning discrimination by landlords against tenants or prospective tenants in the private rented sector who have children or receive benefits.
- 6.28 The provisions on discrimination apply to landlords who let out properties on assured and regulated tenancies. This includes tenancies offered by or on behalf of the Crown Estate, but not the Parliamentary Estate, nor those of social or supported housing.
- 6.29 Formal action for breaches under the discrimination provisions require evidence to the civil standard. Officers must therefore decide on the balance of probabilities whether a breach has taken place, i.e. that it is more likely to have occurred than not. Officers must have credible, reliable and sufficient documentary or other evidence to determine this.
- 6.30 Sections 33 and 34 of the Act relate respectively to discrimination against those with children living with or visiting them and against those in receipt of benefits, by a landlord applying a provision, criterion or practice in order to make such people less likely to enter into a tenancy of the dwelling. For example, by preventing them from accessing information about a property (including its availability), or viewing a property, or signing a tenancy agreement.
- 6.31 'Children' means anyone under 18 years old who would either visit or live at the property. The term 'benefits' has a wide definition: officers should refer to the statutory guidance and Chapter 3 of the Act for the full definition, which includes:
1. Universal Credit
 2. Jobseeker's Allowance
 3. Personal Independence Payment

4. Employment and Support Allowance
5. Income Support
6. Housing Benefit
7. State Pension or Pension Credit
8. Council Tax Support
9. Tax Credits (Child and Working)
10. Child Benefit
11. Guardian's Allowance
12. Carer's Allowance

6.32 Landlords and anybody acting on their behalf may be found liable for a breach of the provisions under Chapter 3 of the Act, whether formally contracted or where someone (e.g. a family member) is acting for the landlord on an informal basis. A person or firm cannot be liable for discrimination if they only publish adverts for rental properties or provide a means for landlords and prospective tenants to communicate directly. This means that websites which host property adverts only are not caught by the rental discrimination restrictions.

6.33 Discriminatory terms in tenancies and mortgages are invalidated by the Act. Discriminatory terms in insurance contracts that predate 1st May 2026 only have effect until the insurance contract ends or is renewed.

6.34 Discrimination based on a belief that a tenant or prospective tenant has children or receives benefits, even if that belief is false, is still discrimination under the Act. Therefore, in investigating suspected breaches, evidence that the prospective tenant receives benefits or has children is not necessarily required where it is evident that the landlord had such a belief.

6.35 The following are **not** considered discrimination under the Act:

- **Consideration by a landlord of a prospective tenant's income in assessing whether the rent is affordable.** Landlords are not liable for a breach if a set income requirement is not met, regardless of whether the prospective tenant receives benefits, provided that the same income requirement is applied to all prospective tenants. However, in assessing rent affordability, landlords must take into account any income that a prospective tenant receives from state benefits and treat them as being of equal value. Officers investigating a complaint from a tenant should consider if:
 - the prospective tenant has demonstrated that they could meet the set income requirement
 - the landlord has accounted for any income from benefits and treated them as being of equal value as other forms of income
 - the requirement has been raised because the person has children or receives benefits
- **Where preventing children from living in a property is a proportionate means of achieving a legitimate aim.** There is no such exception made for discrimination

against benefits claimants. To be considered legitimate, the limit has to be genuine: someone other than the landlord must benefit and it must not in itself aim to discriminate against families with children. Examples may include where a property would be unsuitable for children e.g. in a HMO with shared facilities, or to comply with HMO licensing conditions limiting occupancy of a property. Further examples are included in annexes A and B of the statutory guidance. When deciding if an aim is proportionate, officers should consider whether there are reasonably alternative ways of achieving the same aim, or whether the restriction could be limited, e.g. whether it is proportionate to ban all children from living in a property rather than those in certain age groups.

Stating the Proposed Rent and Rental Bidding

- 6.36 Section 56(2) of the Act requires that a prospective landlord must not advertise in writing, or otherwise offer in writing, a proposed letting unless the proposed rent is stated in the advertisement or offer. A written advert or offer may include an online property advert, a printed advert, social media post, handwritten advert/offer or digital communication including emails, texts and direct messaging. The requirement does not apply to a sign displayed at the relevant premises which merely advertises that the dwelling is to let.
- 6.37 Section 56(3) of the Act prohibits a prospective landlord from inviting, encouraging or accepting an offer from any person to pay an amount of rent that exceeds the stated rent.
- 6.38 The effect of Section 56 is that there must be a single, specified rent amount. Publishing another advert with a higher advertised price for the same letting, or publishing a price range for the property, is not permitted. The statutory enforcement guidance contains further examples of practices that may amount to breaches under Section 56, and practices that would not amount to breaches.
- 6.39 The above provisions apply to landlords and any person acting on a landlord's behalf, such as a letting agent. This includes tenancies offered by or on behalf of the Crown Estate, but not social or supported housing. Websites that only host rental adverts cannot be found liable for rental bidding breaches.
- 6.40 In terms of the burden of proof, formal action for breaches under Section 56 of the Act requires evidence to the civil standard.

Investigatory Powers

- 6.41 Chapter 3 of the Act provides investigatory powers for authorised officers of LHAs to investigate whether a landlord or an agent letting out private rented housing has broken certain laws. These powers came into effect on 27th December 2025.

6.42 Officers of the Council authorised to use these investigatory powers will use them when it is necessary and proportionate to do so and having regard to the statutory guidance on their use.

6.43 **Appendix 3** provides further detail on the investigatory powers under the Act.

Advice and Guidance for Tenants

6.44 Not all of the new provisions under the Act relating to the duties of landlords and rights of tenants are enforced by local authorities. Instead, tenants have alternative recourse to resolve disputes. These provisions include:

- **Section 6 – Statutory procedure for increases of rent.** This limits rent increases to once per year (and not within the first year of the tenancy). Landlords will need to follow the process under Section 13 of the 1988 Act (as amended), which requires that they give their tenant at least two months' notice of a proposed rent increase, using the form prescribed by the government (Form 4A). Tenants have the right to challenge a rent increase if they think it's above the open market rent, by applying to the First-Tier Tribunal, which will then determine what the rent amount should be.
- **Section 11 – Right to request permission to keep a pet:** this section of the Act inserts implied clauses into all assured tenancy agreements, with the effect that tenants are entitled to make a written request to keep a pet (including a description of the pet they wish to keep), following which the landlord must respond in writing within 28 days. Landlords must not unreasonably refuse such requests. Where a landlord does refuse permission to keep a pet, they must have a fair reason for refusing which takes account of the circumstances. Landlords cannot have a blanket policy of refusing permission. Landlords will be able to ask for more information from their tenant e.g. about the type or size of pet, but must then respond within 7 days of receiving the additional information. If a tenant keeps a pet without permission, they may be breaching the terms of the tenancy agreement. If a landlord doesn't follow the procedure, the tenant can apply to the county court to enforce the implied terms of the tenancy agreement. They may also complain to the Private Rented Sector Landlord Ombudsman – once this service is operational.
- Where tenants contact the Council's Environmental Health & Licensing team about these matters, officers may provide advice directly to tenants about their rights. Officers may also signpost tenants to other sources of information and advice, e.g. Government guidance for tenants, Stevenage Citizens Advice Bureau or Shelter.

7 Consultation

7.1 In developing this policy, it was not considered necessary to conduct a public consultation exercise. Much of what the policy covers relates to matters prescribed by

the legislation and statutory guidance, as opposed to the Council consulting on options for delivering a service. The Council has a statutory duty to enforce the landlord legislation to which this policy relates. This policy sets out how the Council will fulfil its functions under the Act within the framework established by the legislation and the statutory guidance.

7.2 Consultation has taken place within the Council, with those services responsible for providing frontline advice and support to tenants and for enforcing the new legislation. This includes the Housing Options service and enforcement officers within the Environmental Health and Licensing service.

8 Monitoring and Review

8.1 This policy will initially be reviewed by the Head of Service for Environmental Health and Licensing or Service Manager after 12 months, in anticipation of further provisions under the Act coming into effect. If necessary, this review will take place sooner. The policy will then be reviewed every 2 years by the Head of Service for Environmental Health and Licensing or Service Manager, or earlier if there is a change in legislation.

8.2 Minor changes to the policy may be made by the Head of Service for Environmental Health and Licensing or Service Manager in consultation with the relevant Business Unit's Director. Where more than 10% of the policy content is changed the Director and appropriate Portfolio Holder will decide if the policy needs to be formally reconsidered by Cabinet or the appropriate decision-making body.

8.3 Where there is a request for the content of the policy to be reviewed in response to a complaint, the relevant Business Unit's Director will be notified. If the Director agrees that a review of policy is required, this will be discussed with the appropriate Portfolio Holder. The Head of Service or Service Manager will be responsible for implementing a subsequent policy review.

9 References and Resources

- Renters' Rights Act 2025
<https://www.legislation.gov.uk/ukpga/2025/26/contents/enacted>
- Renters' Rights Act: guidance for local authorities and councils
<https://www.gov.uk/government/collections/renters-rights-act-guidance-for-local-authorities-and-councils>
- Renters' Rights Act: changes for private tenants
https://england.shelter.org.uk/housing_advice/private_renting/renters_rights_act_changes_for_private_renters

- Renting out your property: guidance for landlords and letting agents
<https://www.gov.uk/guidance/renting-out-your-property-guidance-for-landlords-and-letting-agents>
- Guide to the Renters' Rights Act
<https://www.gov.uk/government/publications/guide-to-the-renters-rights-act/guide-to-the-renters-rights-act>
- Renters' Rights Act 2025 (Stevenage Borough Council webpage)
<https://www.stevenage.gov.uk/housing/private-sector-housing/renters-rights-act-2025>

10 Abbreviations and Definitions

- CPN: Civil Penalty Notice
- EDI: Equality, Diversity and Inclusion
- GDPR: General Data Protection Regulation
- LHA: Local housing authority
- PSED: Public Sector Equality Duty

11 Version History

Date	Outlined Amendments	Author
March 2026	Original version – 1.0	Geoff Hammond Residential and Animal Control Manager

Appendices

Appendix 1 – Grounds for Possession under Schedule 2 of the Housing Act 1988 (as amended by the Renters’ Rights Act 2025)

Grounds for possession are separated below into mandatory grounds (Table 1) and discretionary grounds (Table 2). Refer to the government guidance on possession grounds for further detail.

Where a mandatory ground is proven, the court must grant a possession order. Where evidence is provided in support of a discretionary ground, the court will consider if it is reasonable to grant a possession order.

Table 1 – Mandatory grounds

Ground	When it Applies	Notice Period
1	Occupation by landlord or family: Where the landlord or a close family member needs to move into the property. Only available after the first 12 months of a new tenancy.	4 months
1A	Sale of dwelling house: Where the landlord intends to sell the property. Only available after the first 12 months of a new tenancy.	4 months
1B	Sale of dwelling house that is part of Rent to Buy: where the landlord has offered the tenant the opportunity to buy the property at the end of the scheme but the tenant has declined.	4 months
2	Sale by mortgagee: where a lender is taking steps to gain possession of a property due to missed mortgage payments. A court order will determine the date when the tenant must leave.	4 months
2ZA	Possession when superior lease ends: applies only to landlords who are agricultural landlords, rent out supported accommodation or represent a company that a council owns half of or more.	4 months
2ZB	Possession when fixed term superior lease ends: Where the immediate landlord is a leaseholder and the lease is not going to be extended and has ended or will end within 12 months. This ground only applies if the lease was for a fixed term of over 21 years.	4 months

2ZC	Possession by superior landlord: applies only to an agricultural landlord, supported accommodation, a company that the council owns half of or more or a private registered provider of social housing.	4 months
2ZD	Possession by superior landlord (fixed term): Where a lease ends but remains tenanted, the superior landlord will be able to apply to court for a possession order to evict the tenant. This ground only applies if the lease was for a fixed term of over 21 years and the possession order application is made within six months from reversion of the lease.	4 months
4	Student accommodation: applies to universities and colleges only.	2 weeks
4A	Properties rented to students for occupation by new students: applies only to house of multiple occupation with shared facilities let to full-time students. Available where the property is needed for a new group of students in line with the academic year between 1 June and 30 September. This ground is not available if the tenancy was agreed more than six months before the tenancy started. Landlords must have given advance notice under S.16D Housing Act 1988.	4 months
5	Ministers of religion	2 months
5A	Occupation by agricultural worker	2 months
5B	Occupation by person who meets employment requirements: Where a property is let to a tenant based on their employment, for example, key workers, and the tenant no longer meets the employment criteria.	2 months
5C	End of employment by the landlord: where accommodation is tied to the employment.	2 months
5D	End of employment: social landlords only.	2 months
5E	Occupation as supported accommodation	4 weeks
5F	Dwelling-house occupied as supported accommodation: where the support has stopped, funding for the support has ended or the supported accommodation is no longer	4 weeks

	suitable for the tenant because their support needs have changed.	
5G	Tenancy granted for homelessness duty: Where the property was temporary accommodation used to house a tenant when they were statutorily homeless and the council has told the landlord that the housing is no longer needed.	4 weeks
5H	Occupation as 'stepping stone accommodation'	2 months
6	Redevelopment: Where the property needs to be redeveloped or demolished and the tenant cannot live there whilst this takes place. Usually not available within the first six months of the tenancy but the exact requirements can vary.	4 months
6A	Decant accommodation: applicable to social housing only.	4 months
6B	Compliance with enforcement action. Under this ground, the court will be able to order the landlord to pay compensation to their tenant.	4 months
7	Death of tenant: where a person inherits a tenancy and they were not living at the property immediately before the former tenant's death.	2 months
7A	Severe antisocial or criminal behaviour: where the tenant or a person living with them or visiting them is convicted of criminal behaviour or breached an order to prevent antisocial behaviour, or the police have applied for a closure order lasting for more than 48 hours.	No notice period applies but the court will not be able to make a possession order for 14 days from the date of the Section 8 notice.
7B	No right to rent: where the landlord receives notification from the Home Office that the tenant has no right to rent under immigration law.	2 weeks
8	Rent arrears: Where the tenant owes at least 3 months' rent, if they pay rent monthly or at least 13 weeks' rent, if the rent is paid weekly or fortnightly. The amount must still be owed at the date of the court hearing.	4 weeks

Table 2 – Discretionary grounds

Ground	When it Applies	Notice Period
9	Suitable alternative accommodation Where the tenant has been offered accommodation that is suitable for them.	2 months
10	Any rent arrears	4 weeks
11	Persistent rent arrears	4 weeks
12	Breach of tenancy condition(s)	2 weeks
13	Deterioration of property	2 weeks
14	Antisocial behaviour: where the tenant, a person that lives with them or a person who visits them commits antisocial behaviour or has committed a serious offence near to the property.	No notice period applies but the court will not be able to make a possession order for 14 days from the date of the Section 8 notice.
14A	Domestic abuse: Where the tenant has perpetrated domestic abuse against their partner or a person living with them who has left the property and is unlikely to come back.	2 weeks
14ZA	Rioting: where the tenant or another adult living with them has been convicted of an offence during a riot.	2 weeks
15	Deterioration of furniture	2 weeks
17	False statement: Where the tenant or someone acting on their behalf gave false information to get the property.	2 weeks
18	Supported accommodation: Where the tenant is in supported accommodation and does not engage with the support.	4 weeks

Appendix 2 – List of Breaches and Offences under the Renters' Rights Act 2025

Breaches:

1. Failure to give a written statement of terms and any other prescribed information under section 16D of the Housing Act 1988
2. Attempting to let a property for a fixed term under section 16E of the Housing Act 1988
3. Attempting to end a tenancy by service of a notice to quit under section 16E of the Housing Act 1988
4. Attempting to end a tenancy orally or requiring that it is ended orally under section 16E of the Housing Act 1988
5. Serving an eviction notice that attempts to end a tenancy outside the prescribed section 8 process under section 16E of the Housing Act 1988.
6. Relying on a ground where the landlord does not reasonably believe that the landlord is/will be able to obtain possession under section 16E of the Housing Act 1988.
7. Failing to provide a tenant with prior notice that a ground which requires it may be used under section 16E of the Housing Act 1988.
8. Failure to give an existing tenant prescribed information about changes made by the Renters' Rights Act 2025 in the prescribed form and timeframe under paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025.
9. Discrimination relating to children in the lettings process under section 33 of the Renters' Rights Act 2025.
10. Discrimination relating to benefits in the lettings process under section 34 of the Renters' Rights Act 2025.
11. Failure to specify proposed rent within a written advertisement or offer under section 56 of the Renters' Rights Act 2025.
12. Inviting, encouraging or accepting any offer of rent greater than the stated rate under section 56 of the Renters' Rights Act 2025.

Offences:

1. Continuation of conduct subject to a relevant penalty (under s.16I or s.16K Housing Act 1988) after the 28-day period (or, if appealed, after conclusion of the appeal) where the final notice has not been withdrawn under section 16J of the Housing Act 1988
2. Conduct giving rise to liability under s.16I, where within the preceding five years the landlord has either (i) had a relevant penalty (under s.16I or s.16K Housing Act 1988) imposed for different conduct and the final notice has not been withdrawn, or (ii) been convicted under s.16J for different conduct under section 16(J) of the Housing Act 1988.
3. Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would under section 16J of the Housing Act 1988.
4. Breach of restrictions relating to reletting (s16(E)(2) Housing Act 1988) or remarketing (s16(E)(3) Housing Act 1988) a property within the restricted period after using Grounds 1 or 1A of Schedule 2 Housing Act 1988 under section 16J of the Housing Act 1988.

Appendix 3 – Investigatory Powers under the Renters’ Rights Act 2025

Powers to Require Information

1. Under Chapter 3 of the Act, authorised officers can require information from a ‘relevant person,’ meaning a person who has, in the preceding 12 months:
 - Had an estate or interest in residential accommodation in relation to which the investigatory powers are being exercised (excluding a mortgagee not in possession)
 - Held a licence relating to that accommodation
 - Acted or purported to act on behalf of a person to whom either of the above applies
 - Marketed any relevant accommodation for the purposes of creating a residential tenancy
2. Section 114 of the Act gives an authorised officer power to issue a notice to a relevant person to require that person to provide the specified information. It may be given in regard to any of the LHA’s functions under the following Legislation:
 - Sections 1 and 1A of the Protection from Eviction Act 1977
 - Chapter 1 of Part 1 of the Housing Act 1988
 - Section 83(1) or 84(1) of the Enterprise and Regulatory Reform Act 2013
 - Sections 21 to 23 of the Housing and Planning Act 2016
 - Chapter 3 of Part 1 and Part 2 of the Renters’ Rights Act 2025
3. Section 115 of the Act permits an authorised officer to issue a notice to **any** person requiring them to provide the information specified, when the officer reasonably suspects a breach/offence under the ‘rented accommodation legislation’ or to determine the amount of a CPN. The rented accommodation legislation includes the legislation listed above in relation to S.114 notices and also includes the Housing Act 2004, parts 1 to 4 and 7.
4. Notices served under either S.114 or S.115 of the Act must include information about the possible consequences of not complying with the notice and may specify:
 - The time period for compliance
 - The manner in which the relevant person must comply e.g. to who the information must be given.
 - The form in which information must be provided. The required information must be provided in legible form.
 - Requirements for the creation of documents of a description specified in the notice and the provision of those documents to an enforcement authority or officer
5. Failure to comply with a S.114 notice without reasonable excuse is an offence under S.131 of the Act, as is intentionally or recklessly making false or misleading statements in response to the notice. Where an individual has not complied with a S.115 notice, S.116 of the Act enables the Council to make an application to the court to enforce the provisions of the notice and seek reimbursement for the costs of the application.

6. There are limitations on the powers to require information under S.114 and S.115:
 - A notice served under S.114 does not require a person to provide information or documents that might incriminate them or which they could refuse to provide in High Court proceedings due to legal professional privilege.
 - If someone provides information in compliance with a notice served under S.115, that information may not be used against the person who provided it in any criminal proceedings.

Powers to Obtain and Seize Documents on Business Premises

7. S.122 allows an authorized officer at any reasonable time to require a relevant person on the premises to produce any documents relating to the business and to take copies. This may only be exercised to ascertain whether there has been a breach of relevant legislation, where an officer reasonably suspects there has been a breach or an offence, or to ascertain whether the documents may be required in evidence for proceedings regarding a breach or offence. Copies of the documents produced can be taken and if a document is electronic, it can be required to be produced in a format that allows it to be taken away e.g. a hard copy.
8. S.123 of the Act enables an authorised officer to seize and detain documents that the officer reasonably suspects may be required as evidence in proceedings relating to a breach/offence under the relevant legislation. Officers must provide evidence of their identity and authority if reasonably practicable and must take reasonable steps to inform the person from whom documents have been seized that they have been seized, and provide that person with a written record of what has been taken.
9. Officers cannot seize documents that are legally confidential, such as communications between a lawyer and their client. Retention periods apply to keeping documents: generally, documents can be kept for up to three months, unless needed for legal proceedings – in which case they can be kept for longer but only for as long as necessary for those proceedings.
10. If there are electronic devices on the premises which it is suspected may hold information that the officer may wish to seize under S.123, the officer can require someone with approved access to access that information if that is reasonably necessary. If such a person does not access the device after being required to do so, the officer can access the device.
11. Where officers reasonably believe that a document is something they are allowed to search for or seize, but it's not reasonably practical to decide this on the premises or to separate it on the premises, officers can take the document using additional powers under Section 50 of the Criminal Justice and Police Act 2001. Where this power is used, officers will then need to assess if the document is relevant as soon as reasonably practicable afterwards and return it promptly if it is determined not to be relevant. In using this power, officers must comply with the prior notice requirements to the occupier under 52 of that Act.
12. Where documents are seized under S.123 of the Act, the person who had possession or control of the document has rights to request access to the documents. There are also rights of appeal to a magistrate's court against the detention of seized documents.

Powers to Enter Business and Residential Premises

13. Section 118 of the Act permits authorised council officers to enter business premises occupied by a relevant person for the purposes of a rental sector business, at any reasonable time, if there are reasonable grounds to suspect a breach or offence has been committed under the rented accommodation legislation (as defined above) and entry is necessary to require documents to be produced (under S.122) or to seize documents which are on the business premises (under S.123) which could help the investigation. The power under Section 118 is exercised without a warrant. It may not be used where the premises is wholly or mainly used as a residential dwelling.
14. The occupier of the business premises must be given at least 24 hours' written notice of the intended entry (setting out why the entry is necessary and explaining the offences of non-compliance and obstruction under Section 131[1] and [2] of the Act) **unless**:
 - It is not reasonably practical to give notice, or
 - Doing so would defeat the purpose of entry, or
 - At least one occupier has waived their right to be given notice.
15. Where entry to business premises takes place otherwise than in the course of a routine inspection, unless it is not reasonably practicable to do so, the officer must:
 - Provide evidence of their identity and authority to at least one occupier present
 - Provide to at least one occupier present a document that sets out why the entry is necessary and indicates the nature of the offences under Section 131(1) and (2) of the Act.
16. Section 121 of the Act allows an authorised council officer named in a warrant to enter premises used for a rental sector business if there are documents on the premises which the officer could require under S.122 or seize under S.123 of the Act. The warrant permits reasonable force if necessary to enter the premises. For a court to grant a warrant, one of the following conditions must be met:
 - Access to the premises has been or is likely to be refused and the Council has provided notice of their intention to apply for a warrant to the occupier
 - Documents on the premises would likely be concealed or interfered with if notice of entry were to be given
 - No occupier is present and waiting for their return might defeat the purpose of the entry
17. When applying for a warrant, officers must be able to show that there are reasonable grounds to suspect the premises are used by a relevant person for a rental sector business, are not wholly or mainly residential accommodation and that relevant documents to be produced/seized are expected to be on the premises. Once granted, the warrant will be valid for one month starting on the day it is issued.
18. Section 126 of the Act permits specially authorised officers to enter residential premises used for a residential tenancy at any reasonable time where necessary to investigate suspected

offences under Section 1 of the Protection from Eviction Act 1977, or the provisions under the Renters' Rights Act that relate to the Private Rented Sector Database

19. Before exercising the power under Section 126, the Council must give at least 24 hours' written notice to:
 - the occupier of the premises concerned (unless all occupiers waive their right to receive this notice)
 - to persons with an estate or interest in the premises (other than a mortgagee not in possession) who have supplied the council with an address for this purpose – unless any such persons waive their right to receive this notice.
20. **NB:** the requirement for prior notice does **not** extend to residential landlords (as defined by Part 2, S.63 of the Act) but landlords must be informed within a reasonable period after the inspection has taken place.
21. Section 128 of the Act provides for application to the court for a warrant to enter residential premises on specified grounds. A warrant under S.128 authorises the officer named in the warrant to enter the premises at any reasonable time, using reasonable force if necessary. The warrant ceases to have effect when the inspection of the premises has been completed.
22. As with entry to business premises, officers entering residential premises in exercise of their power of entry must produce evidence of their identification and authorisation, unless it is not reasonably practicable to do so.
23. An officer entering residential or business premises (with or without a warrant) may be accompanied by such persons, and may take onto the premises such equipment, as the officer thinks necessary, and may take photographs or make recordings.
24. On entry under warrant to both business and residential premises, the officer must produce the warrant for inspection to at least one of the occupiers present. Where no occupier is present, the officer must:
 - Leave a notice on the premises stating that the premises has been entered under a warrant under the relevant section of the Act, and
 - Leave the premises as effectively secured against trespassers as the officer found them.
25. Under Section 131 of the Act, it is an offence for an individual to obstruct a council officer seeking to exercise their powers, or to fail to give an officer any additional assistance or information which they reasonably require, without reasonable excuse.