

# **Renters Rights' Act: implications for supported accommodation providers**

**1<sup>st</sup> May 2026**

**We will begin shortly**



**Homeless Link**



# **Renters' Rights Act: Supported accommodation**



# Renters' Rights Act: Snapshot



- RRA affects **Assured shorthold tenancies in the private rented sector** from today (01/05/2026)
- It **does not affect** Housing Associations and other Private Registered Providers of social housing tenancies until October 2027
- It **does not affect** Local Authority tenancies at all
- It **does not affect any** type of licence agreement

# From today 01/05/2026

- The end of assured shorthold tenancies
- End of new section 21 notices
- New and amended grounds of possession
- New landlord obligations
- Ban on rental bidding
- Amendments to rent increase process
- Rent in advance limited to one month
- Ending discrimination against renters in receipt of benefits or with children
- Pets provision
- New local authority enforcement powers

# Supported Housing: Who is affected?

- Supported housing will be affected where the arrangement is an **assured tenancy in the private rented sector**, or with other **non-Private Registered Providers (PRPs) assured tenancies**
- For assured tenancies of social housing provided by PRPs, the Act apply from October 2027
- Licences (excluded or otherwise) are exempt from the Act whether a provider is registered or not.
- **RSH list of registered providers:**  
[Registered providers of social housing – updated monthly \(GOV.UK\)](#)

# Definition of supported accommodation

paragraph 12 (1) schedule 2 HA 1988as amended by paragraph 25 of schedule 1 RRA

**“supported accommodation”** means a dwelling-house let—

(a) by—

- (i) a housing association,
- (ii) a private registered provider of social housing,
- (iii) a registered charity, or
- (iv) a voluntary organisation, and

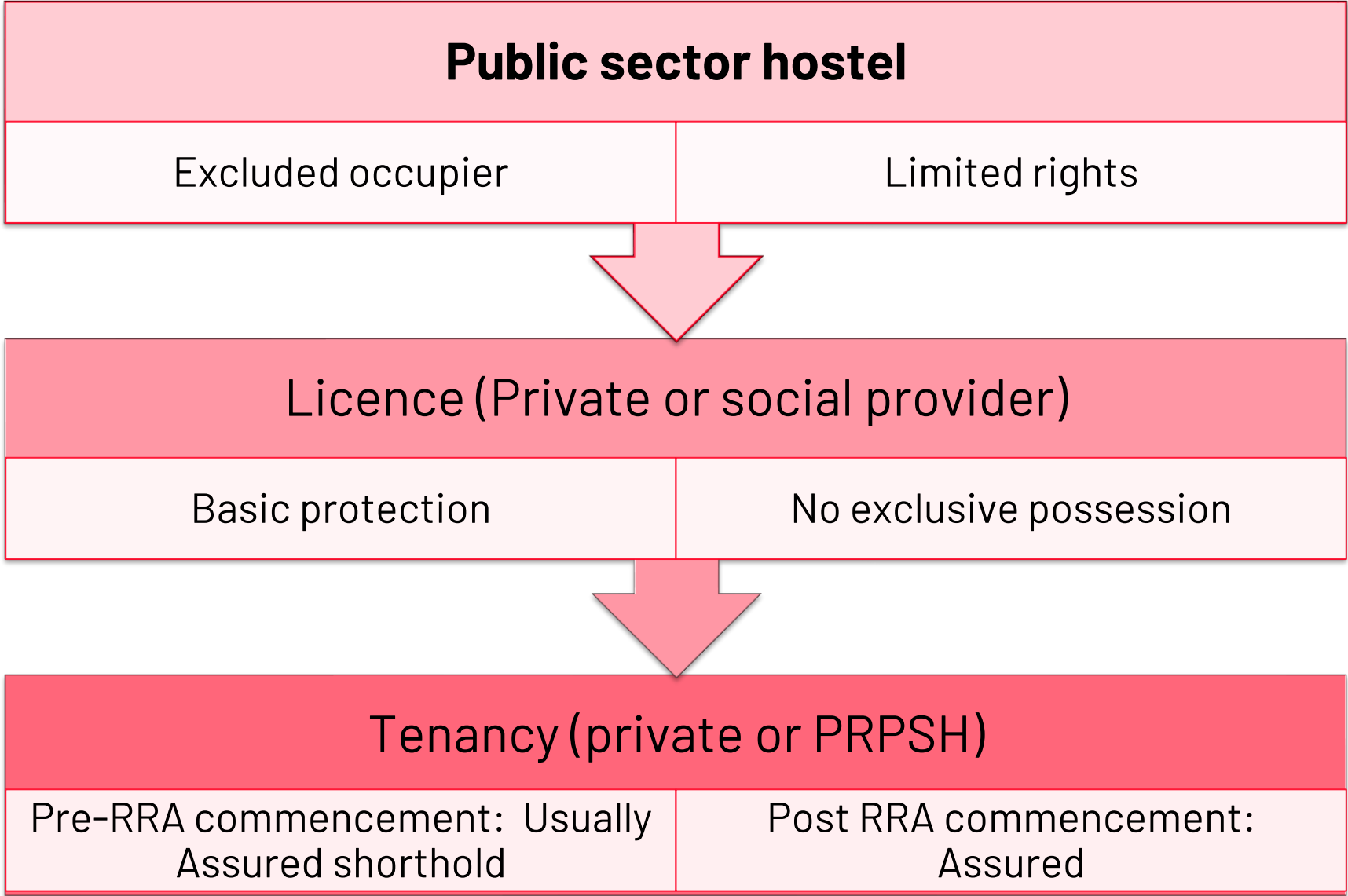
(b) to a tenant who receives care, support or supervision provided either—

- (i) by the landlord or a person acting on behalf of the landlord, or
- (ii) by someone else, if the tenant has been admitted into the accommodation in order to meet a need for care, support or supervision.

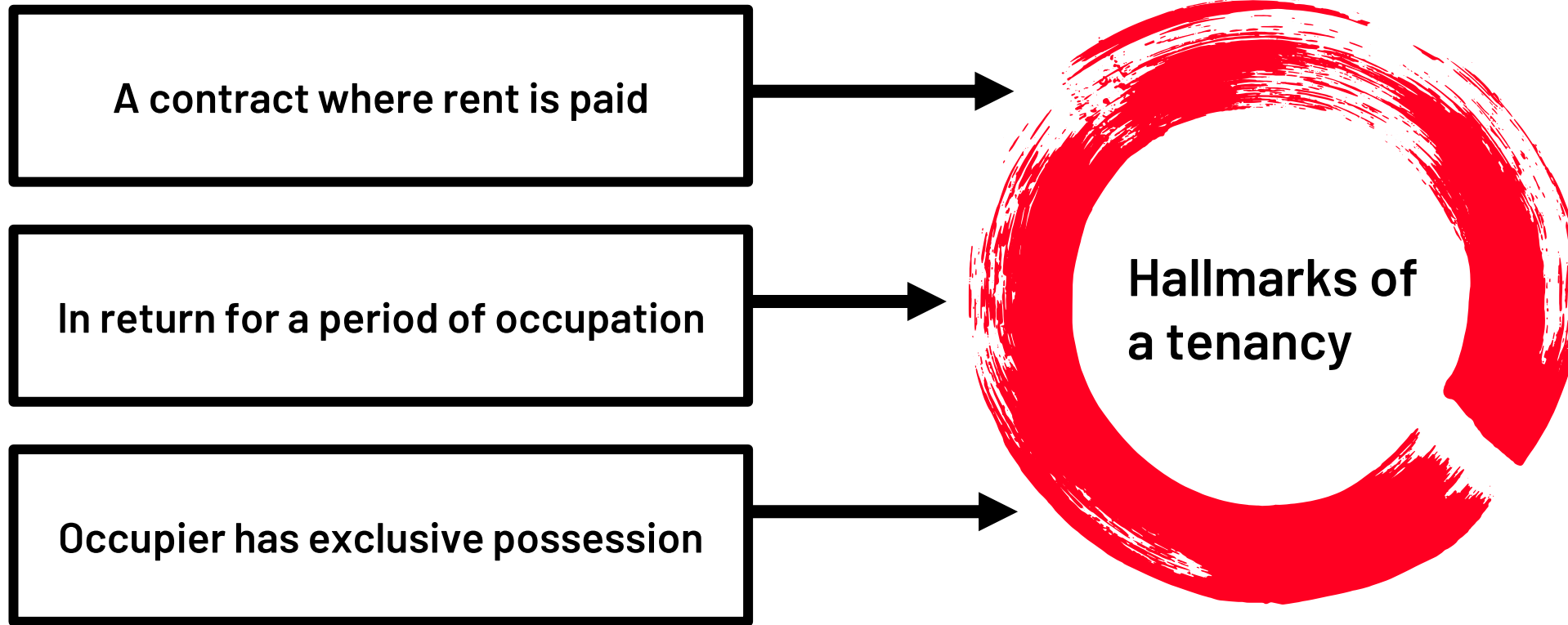
**Security of tenure:  
Tenancy or licence?**

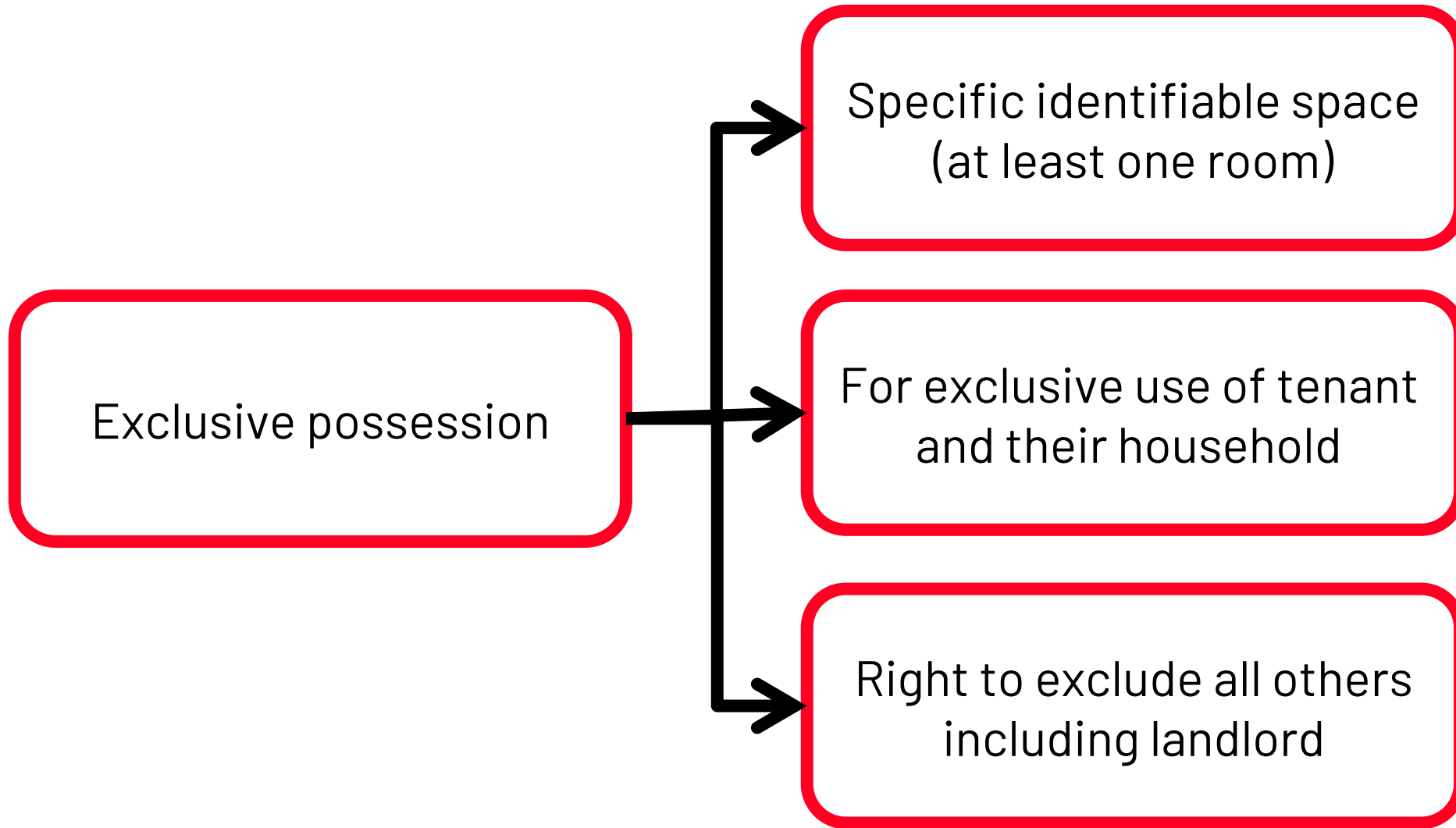


# Supported housing: security of tenure



# Tenancy or licence





# Provision of services

- A landlord could reserve the right to access a property to provide services such as cleaning, which would mean an occupier does not have exclusive possession.
- In some types of accommodation, particularly supported housing, this can be a valid term of the agreement. The occupier typically has a licence rather than a tenancy.
- A landlord who includes a clause reserving access to provide services might have issued a sham agreement if there is no intention of providing those services.

# Tenancy or licence? Case law



Tenant occupied two rooms under an agreement labelled a “licence”, terminable on 14 days’ notice, and the document purported to state that it did not create a tenancy.

The House of Lords held that the court must look to the substance of the rights granted, not the label used by the parties: where an occupier is granted exclusive possession for a term at a rent, the arrangement is a tenancy, and “sham” drafting cannot turn it into a mere licence.

The case is significant because it prevents landlords from contracting out of statutory tenant protection simply by calling an arrangement a licence, and it cemented exclusive possession as the key indicator of a lease

**Street v Mountford [1985] UKHL 4; [1985] AC 809**

# Tenancy or licence? Case law



The occupiers were four single people who shared a four-bedroom flat. They had separate licence agreements with separate and different rents. Their rights of occupation were granted at different times.

As one occupier left, they were replaced by a different occupier. No one had exclusive possession of any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat. There could be no joint tenancy because each of the occupiers had arrived at different times and paid a different rent, so there was no 'unity of interest'. The House of Lords held the licence agreements to be genuine.

**AG Securities v Vaughan (1989) 21 HLR 79, HL**

# Tenancy or licence? Case law



A couple who were living together signed separate licence agreements for a one-bedroom flat. The landlord claimed to have the right to permit other people to use the flat and reserved the right to move in with the occupiers.

It was clear from his failure to move in over time, and the fact that the accommodation was too small, that there was no genuine need for this clause. The House of Lords decided on the facts of the arrangement that the occupiers had exclusive possession. It held that the licence agreements were a pretence and that the occupiers really had a joint tenancy of the flat

**Antoniades v Villiers and Bridger (1989) 21 HLR 79, HL.**

# Checking housing status – Shelter Legal



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## Tenancy status checker

**Our tenancy status checker can help you establish what type of tenancy or licence an occupier has.**

Answer a few simple questions and find out what a person's legal status is likely to be.

This content applies to **England**

Who does the occupier pay rent to?

A private landlord who lives elsewhere, a local authority or a housing association

# Possession in supported accommodation



# Grounds for possession

Grounds are either **mandatory** or **discretionary**.

- If a **mandatory** ground is proved the court **must** make an order for possession.
- Where a mandatory ground is proved the court cannot postpone the date for possession beyond 6 weeks from the date the order is made

# Discretionary grounds

If only **discretionary** grounds are proved the court must also consider whether it is reasonable for the court to make a possession order

The court has very wide discretion to:

- make an outright possession order; or
- make a suspended possession order; or
- adjourn the case on a short- or long-term basis; and
- vary any possession order once it has been made
- suspend or stay any warrant for possession.

# Mandatory grounds for Assured tenancies (1)

Ground number	Description	Notice period
<b>1</b>	Occupation by private landlord or family	4 months
<b>1A</b>	Sale of dwelling house (private landlord)	4 months
<b>1B</b>	Sale of dwelling house under rent-to-buy	4 months
<b>2</b>	Sale by mortgage lender	4 months
<b>2ZA-2ZD</b>	Subletting: superior lease ends	4 months
<b>3</b>	Holiday accommodation (Ground removed)	
<b>4 &amp; 4A</b>	Student accommodation	2 weeks/4 months
<b>5, 5A-5C</b>	Specific categories of tied accommodation	2 months
<b>5D</b>	PRPSH accommodation for keyworkers	2 months

# Mandatory grounds for Assured tenancies (2)

Ground number	Description	Notice period
<b>5E, 5F, 5H</b>	Supported housing and 'stepping stone' accommodation	4 <u>wks</u> /2 months
<b>5G</b>	Temporary accommodation for homeless households	4 weeks
<b>6</b>	Redevelopment (various conditions)	4 months
<b>6A</b>	Social housing decant	4 months
<b>6B</b>	Compliance with enforcement action	4 months
<b>7</b>	Death of tenant	2 months
<b>7A</b>	Severe ASB/Criminal behaviour	No minimum
<b>7B</b>	No 'right to rent' (unchanged)	2 weeks
<b>8</b>	Rent arrears	4 weeks

# Discretionary grounds for Assured tenancies

Ground number	Description	Notice period
9	Suitable alternative accommodation	2 months
10	Rent arrears	4 weeks
11	Persistent delay paying rent	4 weeks
12	Breach of tenancy	2 weeks
13	Deterioration of property	2 weeks
14	ASB	No minimum
14A, 14ZA	Domestic abuse; rioting	2 weeks
15	Deterioration of furniture	2 weeks
17	False statement	2 weeks
18	Supported accommodation	4 weeks

# Examples of evidence – direct facts

- Type of landlord and purpose of the accommodation – supported, managed, stepping stone, homelessness TA, etc.
- Subletting – terms of lease, notice from head landlord
- Tenancy agreement
- Support arrangements – inhouse, contracted by landlord, provided outside of contract etc
- Funding details
- Tenant support needs assessment (s) – full records
- Assessment of tenants' physical needs – e.g. OT assessment
- Rent account

# Examples of evidence – contextual arguments

- Ground 5F(b) – the support provider is not fulfilling their obligations
- Ground 5F (b) and (c) – the council has made ‘reasonable endeavours’ to find alternative support or funding
- Ground 5F (c) – it is reasonable to evict the tenant due to the lack of funding
- Ground 5F (d) continuation of provision is not financially viable

All discretionary grounds – evidence that it is reasonable to evict the tenant in the circumstances. As a supported housing provider this is likely to include:

- demonstrating that alternative solutions have been fully explored
- that support has been available to meet the tenant’s needs (even if refused by tenant)
- an Equality Act Assessment has been carried out

# Examples of evidence – tenant's behaviour

- Tenancy agreement
- Case/incident records
- Reports from police, emergency services
- Relevant convictions, other legal proceedings eg injunction, court order
- Witness statements (other residents, neighbours, relevant professionals)
- Witness statements from staff/employees of landlord (may include hearsay evidence from third parties)
- Photographs (damage to property, injuries, etc)
- Evidence of previous attempts at solution – intensified support, referrals for additional support, warnings, behaviour agreements etc
- Attempts to find other accommodation as alternative to eviction
- Equality Act assessment

# Examples of evidence – rent arrears

- Rent account
- Record of statements/reminders sent to tenant
- Details of benefits and other income received/claimed
- Any previous/current payment agreements
- What support has been provided with budgeting, benefit claims, etc
- If affordability or too high support needs are an issue, what attempts have been made to find alternative accommodation?
- Equality Act Assessment

# Equality Act assessment

- s.35 Equality Act 2010: A person who manages premises, including a social landlord, private landlord or their agent must not discriminate unlawfully against disabled tenants. This includes discriminating against them by evicting them.
- A landlord indirectly discriminates against a disabled tenant if the reason for seeking possession applies to everyone, but puts the disabled tenant at a disadvantage compared to someone without the tenant's disability.
- A landlord has a defence to indirect discrimination if it can show that the action is a proportionate means of achieving a legitimate aim.
- A landlord or agent must not treat a tenant unfavourably because of something arising as a consequence of their disability. This includes anything which is the result, effect, or outcome of the disability, for example behavioural issues.
- See [Shelter Legal England - Disability discrimination defences - Shelter England](#)

# Renters' Rights Act – enforcement and penalties

- Landlords who do not follow the rules can be subject to local authority enforcement:
  - Civil penalty up to £7000 for minor offences
  - Civil penalty up to £40,000 for more serious or repeat offences
  - Or criminal prosecution
- Tenants will be able to apply for Rent Repayment Orders (RRO) to claim back up to 2 years' rent if landlord has committed any of a range of specified offences
- Local authorities can apply for RRO if rent paid by benefits
- The Act enables Awaab's Law and Decent Homes Standard to be applied to private sector (in due course – further consultation and regulations to follow).
- Awaab's law may also be extended to certain licences – eg temporary accommodation

# The Supported Housing Regulatory Oversight Act 2023

## The Act:

- Requires local authorities in England to review supported housing in their areas and develop strategies
- Provides for the creation of a national expert advisory panel to advise on matters related to supported housing
- Gives the Secretary of State power to introduce national support standards
- Gives the Secretary of State power to introduce local licensing schemes for supported housing
- [Supported housing: Guidance for local authorities in England | Local Government Association](#)
- [Local Supported Housing Strategies - GOV.UK](#)



## Professional Resources - Shelter England



## Professional resources

Training, advice, and resources for professionals

### Legal

The essential online guide to law for housing and debt professionals

[Go to Shelter Legal](#)

### Practical resources

Caseworker tools, guides, factsheets, templates

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### Advice for professionals

Our expert advisers can help with your housing or debt questions.

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Housing, homelessness, benefits, and professional skills

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# Preparing for the Renters Rights Act 2026

Changing Lives & Changing Lives Homes

# One partnership - one pathway

- **Changing Lives:**

- **Registered charity**

- Provides support to those experiencing homelessness
- Provides short term, supported and dispersed accommodation
- Provides specialist support to help people recover, stabilise, and prepare for independent living

- **Changing Lives Homes:**

- **Registered provider**

- Provides secure, affordable homes. The focus is on long-term stability rather than short-term accommodation, giving people a safe base from which to rebuild their lives.
- Creates the stability people need to move forward

# Legislative Overview



## **Legislative Significance**

The Government described the Renters' Rights Bill as the most significant change for renters in a generation, enhancing tenant protections and housing standards

## **Key Compliance Requirements**

Stricter licensing for HMOs, mandatory selective licensing, and clearer tenancy classifications are central compliance mandates.

## **Organisational Implementation**

Organisations must review assets, tenancy types, and governance to align with the new law and avoid penalties.

## **Phased Implementation Timeline**

A phased strategy with critical milestones ensures readiness before the May 2026 enforcement date.

# Phase 1: Asset Review



# Asset review

- Portfolio classification (general needs, supported housing, move-on, specialist)
- Number and type of units (self-contained, shared, bedsits)
- Service and commissioning status
- Local authority area and regulatory jurisdiction
- Lease / HMA terms, break clauses and expiry dates
- Landlord and tenant responsibilities
- HMO Criteria and licences
- Selective Licenses

# Phase 2:

## Occupancy Agreement Classification



# Occupancy Agreements

- Current type of occupancy agreement being used
- Number of tenants in each property
- Does the person share a bathroom?
- Does the person share a kitchen?
- Does the person have access to a shared communal space?
- Age of the resident / tenant
- Support offer
- Staff right to enter?

# Assured Tenancy – (Periodic)

Under the law, CL & CLH should always provide a Tenancy if the tenant has 'Grant of exclusive possession' This means that the Landlord does not need to exercise '**unrestricted**' or '**unfettered**' access to the premises, to provide services and attendance.

## Managing Agents:

- The Landlord (Managing agent) will ultimately decide on the types of tenancy / licences they wish to use in their properties.
- We checked with all of the Landlords intent to rely on previous terms
- The majority of CLs management agreements were written before the introduction of the RRA. If the landlord intends to issue tenancies rather than licences, our organisations need to consider the potential financial impact and consider future Management agreements
- Sought confirmation that both the charity and the RP are required to provide the RRA Information sheet to tenants as well as the MA



# In preparation..

## **Policy Alignment:**

Updating policies and procedures aligned to legislative requirements. These include tenancy classification, arrears management, evictions, complaints and ASB policies

## **Governance and Compliance**

- Working on clear documentation and audit trails for tenancy decisions.
- Embedded compliance checks in allocations and terminations
- **Risk management**
  - RRA risks included on the risk register
  - Clear mitigation actions and review dates
  - Regulatory and reputational risk actively monitored

# Phase 4:

# Embedding Practice



# People, training & Culture

There is a need to Implement comprehensive training to equip staff with the skills necessary to handle regulatory changes effectively.

We employed a full-time trainer to offer a rolling training programme covering occupancy agreements and compliance requirements

Developed guidance and templates to support consistent decision-making

Worked with Comms to ensure staff are aware of the pending changes

Training provided by:  
Devonshires Solicitors  
SHiP  
Shelter



Homeless Link

**Support available  
to providers**



## Renters Rights Act Action Plan for Supported Housing

Key changes from 1 May 2026 apply to assured/AST tenancies in the private rented sector. Providers acting as managing agents for an RP should assess which tenancies fall within scope. Note: This document reflects the position at April 2026 and should be reviewed regularly against government guidance.

Area	Specific Requirement	Already in Place	Action Needed	Who / Deadline
<b>Property Audit</b>	<p>For each property, ensure you understand:</p> <ul style="list-style-type: none"> <li>• who owns it</li> <li>• who is the landlord</li> <li>• If a management agreement is in place – which organisation is responsible for the different elements of property and housing management</li> <li>• what kind of agreement residents are on</li> <li>• where an RP is the landlord check <a href="#">government updates</a> for guidance</li> </ul>			
<b>Check tenancy/licence type for each property</b>	Ensure the type of occupancy agreement for each service/property is correct, seek legal advice if unclear.			
<b>Tenancy information</b>	<p>Provide mandatory government information sheet to tenants with a tenancy agreement by 31<sup>st</sup> May 2026 <a href="#">The Renters' Rights Act Information Sheet 2026 - GOV.UK</a> (note licence holders do not need to be sent this information)</p> <p>You must ensure that you give relevant information to all new tenants as set out in <a href="#">this guidance</a>, including how the accommodation meets the definition of supported accommodation.</p>			

Area	Specific Requirement	Already in Place	Action Needed	Who / Deadline
<b>Tenancy policy &amp; procedure</b>	Ensure Tenancy policy & procedure is clear on types of occupancy agreement and when they should be used.			
<b>Change Assured Shorthold Tenancies to Periodic Tenancies</b>	<p>All assured tenancies become periodic.</p> <p>All tenancy agreements issued from 1<sup>st</sup> May 2026 must reflect RRA terms.</p> <p>Ensure tenancy agreements include:</p> <ul style="list-style-type: none"> <li>the requirements of tenants including engagement with support</li> <li>rent and service charges clearly set out</li> </ul>			
<b>Rent increases</b>	<p>Rent can only be increased once per year via a Section 13 notice.</p> <p>Review rent policy &amp; processes to include 2-month notice period, what information will be used to increase rent and how tenants will be informed. Note, Housing Benefit increase submission timing may also need amending to allow for the longer notice period.</p> <p>Review how rent and service charges are structured, specifically around separating service charges from core rent, as this will be important if a tenant refers a rent increase to the Tribunal.</p>			
<b>Evictions policy &amp; procedure</b>	<p>Section 21 No Fault Evictions can no longer be used.</p> <p>Update Evictions policy &amp; procedure to set out when each ground for possession will be used and the process that must be followed.</p> <p><a href="#">Grounds for possession: guidance for landlords and letting agents - GOV.UK</a></p>			

Area	Specific Requirement	Already in Place	Action Needed	Who / Deadline
<b>Move-on planning</b>	<p>Review move-on processes and ensure support plans include clear expectations around move-on planning. Where residents are assessed as ready to move on, ensure the assessment and any subsequent conversations are documented.</p> <p>Consider which possession grounds may apply (5F, 5H, or 18) and whether current tenancy agreements are structured to keep these options available.</p>			
<b>Pet requests</b>	<p>Update policies to allow tenants to request pets; landlord cannot unreasonably refuse. <a href="#">Guidance here.</a></p> <p>Draft pet policy if not already in place.</p>			
<b>Training/guidance for all housing management staff on tenancies and evictions</b>	<p>Ensure all staff who issue tenancy agreements and have a role in warnings/evictions understand the legal framework and use your policies and procedures correctly.</p> <p>Sheter provides a range of free training for eligible organisations: <a href="#">Shelter's free and discounted training</a></p>			
<b>Review Support Policy &amp; Procedure and relevant recording systems</b>	<p>Ensure engagement and non-engagement in support is clearly recorded and positive strategies for engagement/re-engagement are set out and used.</p>			
<b>Review Complaints Policy &amp; Procedure</b>	<p>Review complaints policy and procedures to ensure it is clear how tenants can complain and how you inform tenants of their rights to complain.</p>			

Area	Specific Requirement	Already in Place	Action Needed	Who / Deadline
<b>PRS Landlord Ombudsman</b>	Ensure readiness to join the new PRS Ombudsman scheme (expected later 26/27).			
<b>Register on PRS Database</b>	Register all in-scope properties on the new Private Rented Sector Database when it launches (to be set up late 26/27)			
<b>Decent Homes Standard (PRS)</b>	Review property condition against <a href="#">the New Decent Homes Standard: policy statement</a> Consider how you will evidence properties meet Decent Homes Standard.			
<b>Awaab's Law (extension to PRS)</b>	Prepare for prescribed timescales for addressing hazards such as damp and mould. Ensure responsive repairs processes can evidence compliance with timescales. Timescales TBC – details of <a href="#">Awaab's Law can be found here: guidance for social landlords</a>			
<b>Stepping Stone accommodation</b>	If you are a Registered Provider or charity using time-limited or move-on focused accommodation, review whether tenancy agreements meet the requirements for Ground 5H (stepping stone accommodation). Eligibility criteria (age or employment status only) and below-80%-market-rent must be set out in the written agreement at the point the tenancy is granted - they cannot be added later.			

# Other support & links



[Searchable government guidance for landlords and letting agents](#)

- [Homeless Link Spotlight on the RRA](#)
- [RRA Action plan](#)
- [Government information sheet you must give to existing tenants by 31<sup>st</sup> May](#)

[Homeless Link training](#)

[Shelter's RRA Training](#)

- [Homeless Link consultancy support](#)
- [Government information for Tenants](#)



# Under One Roof 2026

8–9 June, Nottingham



Homeless Link

## What to expect

Two days of insight and inspiration. Day One reflects on 25 years of impact and concludes with the Homeless Link Excellence Awards. Day Two looks ahead, focusing on innovation, collaboration and strengthening impact under pressure.

## Why join

- Connect with colleagues and sector leaders from across the country
- Reflect on lessons from 25 years of collective impact
- Learn from innovative approaches and practical experience
- Celebrate excellence happening across the sector

## Featuring

- Lived Experience Takeover, Museum of Homelessness
- Speakers from: Your Place, Housing Justice, P3 Charity, One Roof Leicester

> [Explore the programme](#)

