



WINCHESTER
STUDENTS' UNION

Guide to RENTERS' RIGHTS ACT (ENGLAND) for students

Learn more about the
Renter's Rights Act
2026 and what it
means for you.

STUDENT LED, STUDENT DELIVERED. STUDENTS EMPOWERED.

Important Legal Information

This guide is for general information only and is not legal advice. Your individual situation may be different, and housing law can be complex. This guide cannot cover every scenario or answer every question about your specific circumstances.

You should seek professional advice if you're facing eviction, in a dispute with your landlord, unsure about your rights, or making important decisions about your tenancy. Don't rely solely on this guide for legal matters.

In an emergency: If your landlord is harassing you, illegally evicting you, or the property is dangerous, contact your local council's housing team immediately. In cases of immediate danger, call 999.

Where to get advice:

Winchester Students' Union Advice Centre:

www.winchesterstudents.co.uk/advice

University of Winchester Housing Team:

housing@winchester.ac.uk

Other sources of advice include:

Shelter England: www.shelter.org.uk (T: 0808 800 4444)

Citizens Advice: www.citizensadvice.org.uk

Acorn Union (tenant union): www.acorntheunion.org.uk

Winchester City Council Tenancy Support Service:

www.winchester.gov.uk/housing/tenancy-sustainment-service (T: 01962 848 060 ext. 6102)

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Introduction

The **Renters' Rights Act 2025** (which received Royal Assent on 27 October 2025) brings the biggest shake-up to private renting in England in almost 40 years. For students, the changes create a complex system where your rights depend on what type of accommodation you live in.

The government published its [implementation roadmap](#) on 13 November 2025. **The main Phase 1 reforms affecting private landlords will come into force on 1 May 2026.** However, new local council enforcement and investigatory powers will come into effect earlier, on 27 December 2025.

IMPORTANT

This guide provides general information about the Renters' Rights Act 2025 and student housing rights in England. However, every situation is different and housing law is complex.

Don't try to handle serious housing problems alone. Professional advisers can:

- Review your specific tenancy agreement
- Explain how the law applies to your exact situation
- Help you understand your options
- Support you through complaints or disputes

You can find information on services available to you on Page 2 of this guide.

This guide was last updated: 24/03/2026

Overview of Changes

- The Renter's Right Act (RRA) 2025 will take effect **from 1 May 2026**.
- **All fixed term tenancy agreements** / assured shorthold tenancies (i.e. you signed an agreement which said you would rent the property for 1 year) **will automatically become rolling tenancies** (also known as 'periodic tenancies'). **They will no longer have an end date**, but will continue on a rolling basis (usually monthly).
- Your tenancy will continue until: a) you and your landlord decide to end it together, b) you end your tenancy by giving notice, c) your landlord ends it, if they have a valid legal reason.
- Rent reviews will no longer take place. **Landlords can only increase rent once per year**. They will need to provide written notice at least 2 months before any changes.
- **Landlords need a legal reason to evict you** – they can no longer serve you a section 21 eviction.
- **You can end your tenancy at any point by giving notice**. Tenancies must end on /day before rent is due. Notice must be given in writing (e.g. letter/email) and 2 months in advance of your leave date.
- **You have the right to request to keep a pet**, which cannot be unreasonably refused. Refusals must be in writing, and state their reasoning.
- **Students can be evicted by their landlord at the end of the academic year**. Depending on how they choose to do so, they may give between 4 and 2 months' notice (the minimum is 2 months).

Find Your Situation

Your rights as a tenant (or “licence holder” – just another word for someone living in a property) will depend on which of these five scenarios applies to you:

Renting a house or flat from a private landlord:

1. Living in a house with 3 or more unrelated students (called an “HMO” – House in Multiple Occupation)
2. Living in a smaller flat with 1-2 people (not an HMO)

Living in purpose-built student accommodation:

3. University-owned halls covered by the Universities UK/Guild HE Code
4. University-owned halls covered by the ANUK/Unipol Code
5. Private student accommodation buildings covered by the ANUK/Unipol Code

If you’re in Scenarios 3, 4, or 5, skip to the “[Purpose-built student accommodation](#)” section (Page 25). If you’re renting a house or flat from a private landlord (Scenarios 1 or 2), keep reading.

Q: What’s an HMO?

HMO stands for House in Multiple Occupancy. It’s just the legal name for a house where 3 or more unrelated people share facilities like kitchens and bathrooms. Most student houses are HMOs.

Renting from Private Landlords

This section covers students renting regular houses and flats, whether you're in an HMO (3+ students) or a smaller property.

Your rights before the new act:

Before the Renters' Rights Act (RRA), you already had several important protections:

- **Safety and deposits:** Landlords must ensure properties **meet basic safety standards** and are **free from serious hazards**. **Your deposit must be protected** in a government-approved scheme within 30 days of paying it.
- **Maintenance:** Landlords must **maintain the property's structure** and keep essential services like heating and water **working**.
- **Banned fees:** The Tenants Fees Act 2019 banned most fees entirely. The only payments you can be asked for are: rent, a refundable deposit (maximum 5 weeks' rent), a holding deposit (maximum 1 week's rent), utilities, council tax, and reasonable costs for things like late rent, lost keys or ending a tenancy early.

Viewing fees, administration fees, referencing fees and check-out fees are all banned.

- **Your paperwork:** You have rights to receive written agreements, know who your landlord is, and see energy performance certificates before signing.

Changes under the Renters' Rights Act:

No more 'no-fault' evictions

The RRA **abolishes Section 21 "no-fault" evictions** for all tenancies from 1 May 2026. Section 21 was the old rule that let landlords evict you without giving a reason. Now, landlords can only evict you if they have a valid legal reason, which must be proven in court.

Although Section 21 is being abolished, **landlords can still serve Section 21 notices right up until 30 April 2026** – and the National Residential Landlords Association (NRLA) is now actively advising student landlords to do exactly this as their preferred route to regaining possession in time for the 2026/27 academic year.

If you receive a Section 21 notice, don't panic – but do seek advice immediately. The notice is still legally valid, and the landlord can apply to court for possession, but they must issue court proceedings by 31 July 2026 or the notice expires. You cannot be made to leave without a court order.

There are two types of grounds for eviction:

- **Mandatory grounds** – the court must let the landlord evict you if the landlord proves their case (e.g. you're 3 months behind on rent).
- **Discretionary grounds** – the court can consider whether eviction is fair even when the landlord proves their case. A judge may rule no to eviction if there are good reasons to let you stay.

When Landlords CAN evict you

If you're at fault: Landlords can give you notice to evict at any point in the tenancy if you do something wrong.

These grounds include:

- **Anti-social behaviour** (this could be a major problem for students accused of being noisy or disruptive).
- **Damaging the property.**
- Falling into **significant rent arrears.**

The rules for rent arrears eviction have improved slightly. Previously, landlords could start eviction proceedings if you were two months behind on rent. Now it's three months, and the notice period increased from two weeks to four weeks. This gives you more time to catch up on rent while ensuring landlords don't face unsustainable costs.

IMPORTANT

Being accused of noise or antisocial behaviour is one of the ways landlords can evict you under the new rules. Be mindful of noise complaints from neighbours.

If the landlord's circumstances change: Landlords have strengthened rights to reclaim properties when necessary.

They can **evict to sell** the property, to **move back in themselves**, or **to house a family member.**

However...

you now get **a 12-month protected period** at the beginning of any tenancy during which landlords cannot evict you for these reasons. This covers most students since you'll typically rent for an academic year.

After that protected 12-month period, **landlords must give four months' notice when using these grounds**, giving you more time to find a new home.

This means, **for the first year of your tenancy**, you can't be kicked out because the landlord wants to sell or move back in.

IMPORTANT

If your landlord tries to evict you:

Don't ignore eviction notices. Get advice immediately if your landlord serves you with any eviction notice, whether for rent arrears, antisocial behaviour, or any other reason.

There are strict procedures landlords must follow and you have rights even if they have grounds to evict you.

Support:

Please get in touch with **Student Support**, via StudentSupport@winchester.ac.uk, to discuss Emergency Housing and support options.

Citizens Advice can also provide guidance and support.

Special Summer Eviction Rules For Student Houses

Landlords of **HMOs** (House in Multiple Occupation) – a house let to three or more students – can also evict student tenants through something called '**Ground 4A**'.

This allows HMO landlords to **take back the house between 1 June and 30 September each year** to re-let it to the next group of students.

How it works

- **The landlord has to tell you when you sign the tenancy** that they plan to use Ground 4A
- They have to give you **4 months' notice**. **There is an EXCEPTION for THIS YEAR (2026)**, where landlords can give 2 months' notice for tenancies signed before 1 May, provided they tell their tenants (you) between 1 May and 31 July 2026.

To avoid having the property sit empty and losing rent, landlords may use Ground 4A to evict you in June, so they can start the next group of students as early as possible

Important rule: If the landlord of a student house wants to use Ground 4A, you can't sign your tenancy agreement more than six months before you move in.

What this means for you: If you want to move in on 1 September, **you can't sign your contract before 1 March**. This stops landlords pressuring you to sign super early in the year when you don't have enough information yet.

Fixed-term contracts are gone

From 1 May 2026, all tenancies will be “periodic” rather than “fixed term”.

Fixed-term tenancy: You sign a contract to rent for a specific period – e.g., exactly 12 months from 1 September to 31 August. You’re locked in for that whole period.

Periodic tenancy: Your tenancy runs month-to-month with no set end date. You can usually leave by giving at least two months’ written notice, and that notice normally has to end on your “rent day” – the date you usually pay rent on.

IMPORTANT

The new RRA will abolish fixed-term tenancies, and ALL tenancies will become periodic.

From 1 May 2026, don’t assume your tenancy just stops on the date in your contract (e.g. 30 July). If you still want to leave on this date, then **you need to give 2 months’ written notice** (e.g. 30 May) , lined up with your rent day – or you risk being charged beyond that date.

What does this mean?

Currently, you might sign a contract saying you’ll rent a property for exactly 12 months (that’s a “fixed term”). Under the new rules, instead of renting for a fixed period like 12 months, **your tenancy runs month-to-month**. The printed “end date” stops being the thing that ends the tenancy – **it carries on until you or the landlord end it** properly under the new rules.

The good news: You can leave with two months' written notice at any time, giving you flexibility if you need to drop out, your circumstances change, or you realise the property isn't suitable. This partly solves the problem of students signing early and being trapped in unsuitable tenancies.

The bad news – this is really important: There is a major catch if you're renting with other people (called a "joint tenancy"). **Under periodic tenancies, any one person in a joint tenancy can end the entire tenancy on their own** by giving two months' notice. This could leave other housemates homeless.

Q: What's a Joint Tenancy?

A joint tenancy is when **multiple people rent a property together and you're all named on the same tenancy agreement**. You're all equally responsible for the rent – if one person doesn't pay their share, the landlord can chase any or all of you for the full amount. This is different from having separate tenancy agreements for each room.

IMPORTANT

If you rent a house with two other students under a joint tenancy and one of them gives two months' notice to leave, it ends the tenancy for ALL of you. If one housemate drops out or changes plans, everyone could be forced to move out mid-year. Talk to your housemates about this before signing and have a plan for what happens if someone wants to leave.

Get advice before signing: The rules around joint tenancies and periodic tenancies are complex. If you're unsure about how this affects you, or you're worried about the risks, seek advice before signing any tenancy agreement.

Rent Increases are limited (sort of)

From 1 May 2026, landlords **can only increase rent once per year** during a tenancy and must follow a procedure, giving at least two months' notice.

You can challenge any increase you think is too high at a Tribunal (a bit like a court where an independent person makes decisions about rent disputes).

Landlords can no longer use “rent review clauses” in contracts to push through increases during a tenancy. These were clauses that said rent would automatically go up by a certain amount.

Landlords can still increase rents between tenancies. So if you move out and new tenants move in, the landlord can charge them more than they charged you.

Q: What's a Tribunal?

Tribunal is a bit like a court, but less formal. It's where an independent person (a bit like a judge) **makes decisions about disputes between you and your landlord.**

For rent disputes, you can take your case to a Tribunal if you think a rent increase is unfair, and they'll decide whether it's reasonable based on similar properties in your area.

Rent in advance is now capped

From 1 May 2026, landlords offering assured tenancies **can no longer demand more than one month's rent in advance** once a tenancy agreement has been entered into.

This closes a common loophole that previously allowed landlords to require three, six or even twelve months up front – especially from students without UK guarantors.

Q: What counts as rent in advance?

It means any rent payment required after the tenancy agreement is signed but before it falls due under the standard monthly cycle. The law caps that to one month's rent only.

Because the effect of this rule depends on when you signed your tenancy – before or after the 1 May 2026 commencement date – we've included tailored explanations in the section '**How the Transitional Year will Work**', on Page 21 .

IMPORTANT

You will now no longer be able to pay large amounts of rent upfront in place of having a guarantor (i.e. someone who agrees to pay your rent for you if you can't or won't).

Students unable to secure a UK-based guarantor – who must be a UK resident who earns a certain amount (typically 2-3 times the annual rent), and be a homeowner – **will need to use a guarantor insurance service.**

Guarantor insurance services vary, and charge between 4-20% of the total rent.

Example: If your rent is £500/month for 12 months (£6000 total), guarantor insurance could cost from £240-£1,200 for the year) - that's a big difference, so shop around!

BE AWARE!

Letting agents may be 'on commission' from particular guarantor services, which could influence their recommendations.

While landlords can insist on you having a guarantor, **they cannot insist you use a particular guarantor service**. Shop around to find the best deal - don't just accept whatever service the agent suggests.

Need help with guarantor issues?

If you're struggling to find a guarantor or can't afford guarantor insurance, seek advice. There may be alternative options or negotiation strategies.

For further advice and guidance on guarantors, you can get in touch with the following services:

- **University of Winchester Student Housing Services**
housing@winchester.ac.uk
01962 827533
- **Citizens Advice** (Winchester District)
contact@cawinchesterdistrict.org.uk
0808 278 7861

Bidding wars banned

From 1 May 2026, landlords and letting agents **must publish an asking rent and cannot ask for, encourage or accept offers above this price.**

Civil penalties of up to £7,000 apply for initial breaches and up to £40,000 or criminal prosecution for continuing or repeated breaches.

What this means for you:

If a property is advertised at £400/month, the landlord cannot accept your offer of £450/month even if you're desperate to get the place. **Everyone competes on equal terms at the advertised price.**

Right to request pets (with limitations)

From 1 May 2026, you have the **right to request permission to keep a pet** once you've moved in and landlords cannot unreasonably refuse. You can challenge unfair decisions through the ombudsman (explained on Page 19) or courts.

Important limitations: This **only applies once you have moved in**, not when you are applying for a property.

Landlords can still reject applications from people with pets and can still advertise properties as "no pets". The government removed provisions that would have allowed landlords to require pet insurance to cover damage.

What this means for you: You can't use this to get a property with your pet. But once you're living somewhere, you can ask to get a pet and the landlord has to have a good reason to say no.

Better property standards

The **Decent Homes Standard** will apply to all private rented properties for the first time.

The Decent Homes Standard **will apply from 2035** in both the social and private rented sectors. The government expects landlords to commence works earlier wherever feasible.

IMPORTANT

A 'decent' home must:

- Be free from the most serious health and safety hazards (e.g. fall risks, fire risks, carbon monoxide poisoning)
- Not fall into disrepair
- Have adequate kitchens and bathrooms in the right locations
- Have decent noise insulation
- Have clean and useable facilities
- Be warm and dry

Getting your money back: Once in force (from 2035), if your home doesn't meet the Decent Homes Standard for, say, six months and you've paid six months' rent while living in that property, you would be able to use the new ombudsman (explained on Page 19) to claim back that rent.

Energy efficiency: The government has also consulted on requiring all privately rented properties to meet Minimum Energy Efficiency Standards of EPC C (or equivalent) by 2030 unless a valid exemption applies. Details are yet to be set.

Awaab's Law extension: The Act will also extend Awaab's Law to the private rented sector, setting clear, legally enforceable, timeframes within which landlords must make homes safe where they contain serious hazards like mould. Implementation timescales are yet to be set.

New Ombudsman

A Private Rented Sector Landlord Ombudsman will be established **to resolve disputes between landlords and tenants.**

All private landlords with assured or regulated tenancies must join by law. Mandatory landlord sign-up to the ombudsman will not happen until 2028, when the service is expected to be ready.

Q: What is an ombudsman?

An ombudsman is a free service that helps resolve complaints. Think of it as an independent referee between you and your landlord. They are often relatively quick, and can make binding decisions - meaning landlords legally have to do what they say (e.g. fixing something, apologising, or paying compensation)

Need help making a complaint?

Making a formal complaint to a landlord or an ombudsman can be complex. Get advice if you're considering making a complaint – advisers can help you prepare your case and gather evidence.

You can find information on services available to you on Page 2 of this guide.

New Database

All landlords must register their properties on a new **Private Rented Sector Database**. Registration will be **mandatory** for all private landlords and they will be required to pay an annual fee (amount to be confirmed closer to launch).

The database will **increase transparency**, helping you enforce your rights and seek action from councils or the ombudsman when necessary.

Timeline: Regional rollout of the database will begin from late 2026.

Penalties: Landlords who fail to register face civil penalties up to £7,000 for initial breaches and up to £40,000, or criminal prosecution, for repeat or serious offences.

Landlords who haven't registered cannot obtain possession orders (legally evict you) except in cases of anti-social behaviour.

New Powers for Local Councils

From **27 December 2025**, local councils received enhanced powers to enable them a greater ability to inspect properties, demand documents from landlords, access third-party data, and enforce housing standards more effectively.

Financial penalties: Maximum civil penalties for certain housing offences will increase from £30,000 to £40,000 from 1 May 2026.

New penalties for serious hazards: New financial penalties for Category 1 Hazards (the most serious health and safety hazards) in private rented homes will come into force in 2026.

What this means for you: Local councils will have stronger powers to take action against landlords who fail to maintain safe properties.

How the Transitional Year will work

The **Renters' Rights Act 2025** received Royal Assent on **27 October 2025, and is now law**. However, different aspects of the Act will be phased in at different points over the next few years.

A number of **initial reforms will come into force on 1 May 2026**. How they affect you will depend on where you are in the renting process at the time.

I'm already living in a property on 1 May 2026

- **Your fixed term contract will disappear.** If you signed a 12-month contract, that 12-month period no longer locks you in. Your tenancy carries on as a rolling month-to-month tenancy from 1 May 2026.
- Don't assume that your tenancy will stop on the date printed in the agreement you signed pre-May. If you want to leave around that date, **you will need to give at least two months' written notice**, ending on your rent day. Failure to do this could lead to an obligation to further rent payments.
- If you already have a written tenancy agreement, your landlord doesn't need to issue you a new one. Instead, they must provide you with a government-published 'Information sheet' which explains the changes. **They must provide this by 31 May 2026.**
- If you have a verbal tenancy agreement (i.e. no written contract), your landlord **must provide you with a written summary of the main terms by 31 May 2026.**
- If you are in a joint tenancy, from May 1st, **individuals within the agreement will gain the right to bring it to an end if they provide 2 months' notice.** The landlord will then have the option to negotiate with the remaining tenants.

- If you paid several months' rent in advance under a contract signed before 1 May 2026, **the landlord does not have to refund any of that**. However, once your tenancy converts to a monthly periodic tenancy on 1 May 2026, the landlord **cannot ask you to pay more than one month's rent in advance** going forward. Any clause in your original contract requiring future advance payments above this is now **unenforceable**.
- You gain **the right to bring your tenancy to an end yourself by giving at least two months' written notice that ends on your rent day**. So, if your rent is due on the 1st of each month and you want to leave at the end of June, you should tell the landlord in writing **no later than 1 May**. If you only tell them on 1 June, in strict law your notice is more likely to end at the end of July, and you could be asked to pay rent for July, too.

I'll be living in an HMO on 1 May 2026

All of the above applies, plus:

- If your home is an HMO (House in Multiple Occupation) student let, your landlord may want to use the **summer eviction rule** (Ground 4A).
- **For this year only**, they can serve just 2 months' notice (rather than the standard 4 months) on tenancies signed before 1 May 2026, provided they do so between 1 May and 31 July 2026.
- They can **only evict you between 1 June and 30 September**.

BE AWARE!

- This year, **landlords are being advised to serve Section 21 Notices ('no-fault' evictions) before they are abolished**.
- If a landlord chooses to take this route, they must do so **before 1 May 2026**.
- **If you receive a Section 21 notice, seek advice immediately** – it does not mean instant eviction, but you should understand your rights and the timeline. The landlord must apply to court by 31 July 2026 or the notice expires.

I've signed a tenancy but have yet to move in

- If you've signed but not moved in when 1 May 2026 arrives, **your situation is treated as an existing tenancy**. When you move in, the fixed end date will not lock you in. The agreement runs as **a month-to-month tenancy**.
- Even if your agreement shows an end date in June or July, it **will not end automatically on that date**. From 1 May 2026 it behaves as a rolling monthly tenancy, so you will usually **need to give at least two months' written notice** ending on a rent day if you want to leave around that date.
- The six-month limit on how far in advance a student tenancy can be signed is **switched off** for these agreements.
- From May 1st, individuals in a joint tenancy will **gain the right to bring it to an end if they tell the landlord giving the landlord 2 months' notice**. The landlord will then have the option to negotiate with the remaining tenants.
- Because you signed before 1 May 2026, **the new rent-in-advance cap doesn't affect the agreement you've already entered into** – even though you haven't moved in yet. If your contract required several months' rent upfront, the landlord can still enforce that. But once your tenancy begins and converts into a periodic tenancy (as it will automatically after 1 May), the landlord cannot ask for any further rent in advance beyond one month at a time.
- All the rules from the previous section (**Pages 21-22**) apply to you once you move in.
- If you are living in an HMO, **landlords can only evict you using 'Ground 4A'** (which allows for evictions between June and September) **if they have written to tell you they intend to use it**. Notices served after 31 July 2026 of this kind must be issued 4 months before they take effect.

I haven't signed anything (pre-May 1st)

- Everything you sign on or after 1 May 2026 has to be a new, **monthly “periodic” tenancy**. There are no fixed terms – it runs month-to-month from the start. Your landlord will need to provide certain information about the tenancy to you in writing. This should be through a written tenancy agreement.
- For all new tenancy agreements signed on or after 1 May 2026, **the law now caps rent in advance to a maximum of one month's rent** once the tenancy is entered into. Landlords or agents cannot legally require larger upfront payments – even if you don't have a UK guarantor. **Any attempt to demand three, six, or twelve months' rent in advance would break the law.**
- **For student HMO lets**, the summer eviction rule (Ground 4A) applies on the normal terms:
 - The landlord must give you a **written statement** before you sign saying it's a student let and that they intend to re-let to students.
 - **They can't make you sign more than 6 months before the tenancy starts** (so if you're moving in September, you can't sign before March).
 - Any future eviction claim using Ground 4A has to be timed so the notice falls **between 1 June and 30 September**.

Confused about how the transition affects you?

The transitional rules are complex and depend on your specific timing. If you're unsure whether your existing tenancy or planned tenancy is affected, or what the commencement date means for you, seek advice.

You can find information on services available to you on Page 2 of this guide.

Purpose-Built Student Accommodation (PBSA)

Most of the **changes in the Renters' Rights Act don't apply if you live in purpose-built student accommodation** that belongs to one of three approved codes, but you still have rights.

Q: What is PBSA?

Purpose-Built Student Accommodation are buildings **specifically designed and built to house students** (e.g. halls of residence run by private companies -like Unite Students -or by universities).

PBSA is different from renting a normal house or flat -you typically get an en-suite bedroom in a shared flat with a communal kitchen, and the building has study spaces, gyms, and on-site management.

IMPORTANT

PBSA usually operate under a 'licence agreement', rather than a standard tenancy, which means you have different rights to students renting normal houses or flats.

Licenses provide contractual rights derived from the building's code, while tenancies have legal rights provided by the government.

Codes are accreditation schemes for large student buildings which demonstrate the building meets certain standards.

The three codes are:

1. The Universities UK/GuildHE Code of Practice for University Managed Student Accommodation (see Page 27)
****University of Winchester Halls fall under this code**
2. The ANUK/Unipol Code of Standards for University-run Accommodation (See Page 30)
3. The ANUK/Unipol Code of Standards for Private Sector Accommodation (See Page 32)

Properties in these codes are **already subject to rules and have their own complaints procedures.**

If your accommodation is in one of these codes, many of the Act's new protections **will not apply** to you because these buildings are exempt from standard tenancy law and operate under different agreements called "licence agreements" rather than "assured tenancies".

IMPORTANT

While most of the Renters' Rights Act doesn't apply to PBSA covered by approved codes, some provisions like Awaab's Law (setting timeframes for fixing serious hazards) will eventually apply to all rented accommodation, including PBSA. Implementation timescales for Awaab's Law are yet to be confirmed following consultation.

The following pages will explore each of the codes in turn, and how the **Renters' Rights Act 2025** applies in each instance.

University Accommodation under the Universities UK/Guild HE Code

- The code has been recently revised and significantly strengthened and applies to university-owned or university-controlled accommodation.
- Check www.accommodationcode.ac.uk, or look at your university's letting and marketing materials, which **must state** if they are signed up to the code. The code is administered by **CUBO**.

What doesn't apply to you

If your accommodation is in this code:

- The Renters' Rights Act **does not** apply to you.
- You have a **licence agreement** rather than a tenancy.
- Your accommodation is governed by the **Protection from Eviction Act 1977**.
- Your university can continue to offer fixed-term agreements linked to the academic year.
- You will **not benefit from the rent in advance cap**, meaning universities can still require large upfront payments.
- You will **not have access to the new ombudsman** or the landlord database.
- The **Section 21 abolition does not apply** as you do not have an assured tenancy.

What protections you do have

You have protections under the code itself. Your university must meet standards for health and safety, management, repairs, equality and inclusion, and complaints handling.

Particularly strong protections apply if your building isn't ready:

- No rent can be charged until accommodation is **fit for occupation**.
- Alternative accommodation **cannot cost more than your original rent** and the university must cover any rent differential.
- The university **must cover laundry costs if facilities are unavailable** for more than seven days.
- The university **must cover removal costs**.
- You can **cancel your contract without charge if suitable alternative accommodation cannot be provided** or if you remain in temporary accommodation for more than four weeks after the contracted start date.

Other important protections:

- Your university **cannot charge more for adapted rooms for disabled students** than comparable standard rooms.
- Accommodation contracts **cannot impose fines for rule violations** and can only claim for actual losses or reasonable expenses incurred (they cannot use financial claims as punishment or deterrent).
- Your university **must conduct annual satisfaction surveys and publish the results**.
- All repairs and maintenance must be carried out within **published timescales**.
- Your university must **provide references within three weeks** if requested by future landlords.
- Your **deposit must be protected** in a government scheme.
- Your occupancy agreement cannot contain unfair terms and must comply with the **Tenant Fees Act 2019**.

Student involvement: The code requires your university to regularly consult your Students' Union on accommodation matters and involve them in audits, complaints and compensation arrangements.

Making complaints: If you have a complaint about a breach of the code, you can use your university's internal complaints process.

If that doesn't work: You can take unresolved complaints to the Office of the Independent Adjudicator (OIA), which handles student complaints about university landlords in England and Wales.

What the OIA has ruled:

- Universities must provide **clear information about accommodation availability and contract terms**, particularly for international students
- Universities must provide **compensatory payments** (money back to make up for problems) where their actions or failure to act has caused distress.
- Accommodation issues should be kept **separate from academic progression**, meaning universities cannot withhold degrees or prevent you from studying because of accommodation debts.

Documentation tip: If you make a complaint, document problems with photos, emails and records of reports to prove patterns of issues.

Need help with accommodation complaints?

If you're having problems with university accommodation covered by this code, get advice before making a formal complaint.

Advisers can help you understand whether your issue is a breach of the code and how to escalate it effectively.

You can find information on services available to you on Page 2 of this guide.

University Accommodation under the ANUK/Unipol Code

- This code was last reviewed and approved in 2022. It applies to **some university-owned or university-controlled buildings** with at least 15 bed spaces.
- Check the members directory at www.nationalcode.org or look at your university's letting and marketing materials, which **must state** if they are signed up to the code.

What doesn't apply to you

If your accommodation is in this code:

- The Renters' Rights Act **does not** apply to you.
- You have a **licence agreement** rather than a tenancy.
- Your accommodation is governed by the **Protection from Eviction Act 1977**.
- Your university can continue to offer fixed-term agreements linked to the academic year (e.g., September to June).
- You will **not benefit from the rent in advance cap**, meaning universities can still require large upfront payments.
- You will **not have access to the new ombudsman** or the landlord database.
- The **Section 21 abolition does not apply** as you do not have an assured tenancy.

What protections you do have

- Your university must meet standards for health and safety, management, repairs, equality and inclusion, and complaints handling.
- All repairs and maintenance must be carried out within **agreed timescales**.
- Your **deposit must be protected** in a government scheme.
- Your occupancy agreement cannot contain unfair terms and must comply with the **Tenant Fees Act 2019**.

Making complaints: If you have a complaint about a breach of the code, you can complain directly to **the Code's secretariat at Unipol Student Homes** and there is an independent tribunal process if complaints are not resolved.

If that doesn't work: You can take unresolved complaints to the **Office of the Independent Adjudicator (OIA)**, which handles student complaints about university landlords in England and Wales.

What the OIA has ruled:

- Universities must provide **clear information about accommodation availability and contract terms**, particularly for international students.
- Universities must provide **compensatory payments** (money back to make up for problems) where their actions or failure to act has caused distress. (e.g. if your heating was broken for 2 months in winter, you might get compensatory payments for the stress and inconvenience, plus potentially some rent back for that period).
- **Accommodation issues should be kept separate from academic progression**, meaning universities cannot withhold degrees or prevent you from studying because of accommodation debts.

Documentation tip: If you make a complaint, document problems with photos, emails and records of reports to prove patterns of issues.

Need help with accommodation complaints?

If you're having problems with university accommodation covered by this code, get advice before making a formal complaint. Advisers can help you understand whether your issue is a breach of the code and how to escalate it effectively.

You can find information on services available to you on Page 2 of this guide.

Private Student Accommodation under the ANUK/Unipol Code

- This code was approved in 2022 and is currently undergoing an interim review. It applies to buildings with at least 15 bed spaces **operated by private providers** (rather than universities).
- Check the members directory at www.nationalcode.org or look at your landlord's letting and marketing materials, which **must state** if they are signed up to the code.

What doesn't apply to you

If your accommodation is in this code:

- The Renters' Rights Act **does not apply** to you.
- You have a **licence agreement** rather than a tenancy.
- Your accommodation is governed by the **Protection from Eviction Act 1977**.
- Your landlord can continue to offer fixed-term agreements linked to the academic year.
- You will **not benefit from the rent in advance cap**, meaning landlords can still require large upfront payments.
- You will **not have access to the new ombudsman** or the landlord database.
- The **Section 21 abolition does not apply** as you do not have an assured tenancy.
- Unlike students in university-managed accommodation, you **cannot take complaints to the Office of the Independent Adjudicator**.

What protections you do have

You have protections under the code itself:

- Your landlord must **meet standards for health and safety**, management, repairs, equality and inclusion, and complaints handling.
- The code includes protections if your building is not ready on time, including requirements that **no rent can be charged until accommodation is fit for occupation** and that you receive compensation for any additional costs.
- Your landlord **cannot charge more for adapted rooms for disabled students** than comparable standard rooms in their portfolio for that local authority area.
- All repairs and maintenance must be carried out within **agreed timescales**.
- Your **deposit must be protected** in a government scheme.
- Your occupancy agreement cannot contain unfair terms and must comply with the **Tenant Fees Act 2019**.

Making complaints

If you have a complaint about a breach of the code, you can complain directly to the **Code's secretariat at Unipol Student Homes**, and there is an independent tribunal process if complaints are not resolved. The code requires providers to actively publicise their complaints process and provide monthly updates on complaints not resolved within three months.

Problems with private student accommodation?

If you're in private purpose-built accommodation and having issues with your landlord or the code's complaint process, get advice. Unlike university accommodation, you can't use the OIA, but advisers can help you navigate the code's procedures.

You can find information on services available to you on Page 2 of this guide.

IMPORTANT

The code is currently undergoing revisions, which are expected to come into effect with the Renters' Rights Act – though are currently yet to be approved.

Proposed changes include:

- A right to end your agreement with 4 weeks' notice if you are not accepted into your institution, withdraw or suspend your studies due to ill-health, provided you provide evidence at the time of giving notice.
- New provisions for dealing with the death of an occupant, ending rental obligations on the date of death.

Get Advice for your Specific Situation

This guide provides general information about the Renters' Rights Act 2025 and student housing rights in England. However, every situation is different and housing law is complex.

Don't try to handle serious housing problems alone.

Professional advisers can:

- Review your specific tenancy agreement
- Explain how the law applies to your exact situation
- Help you understand your options
- Support you through complaints or disputes

You can find information on services available to you on Page 2 of this guide.





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