



**Andy Gale**

# RRA and increasing the rent rules

**Before 1 May 2026, a landlord could increase the rent through:**

- A clause in the tenancy agreement including specific terms regarding rent increases annually
- Some increases are agreed verbally
- Some, but not many, are done through a section 13 notice using the old (pre-1 May 2026) section 13 rules

# RRA and increasing the rent rules

From 1st May 2026, rent increases in the private rented sector will be limited to an increase once per year

The aim of the rule is to prevent sudden, unaffordable increases

## **Landlords can only raise rent:**

- Once per year
- Using the section 13 procedure
- By providing two months' notice

Any rent increase clauses in existing tenancy agreements will have no effect from 1 May 2026.

They do not need to be removed from an existing tenancy agreement, they are just no longer valid

# By how much can a landlord increase the rent by?

In England, the law does not put a limit on the amount a private landlord can increase rents by. There are restrictions in place for Housing Associations. Options for landlords are therefore:

- To use the Consumer Price Index (CPI) inflation rate
- Use the more relevant Consumer Prices Index including owner occupiers' housing costs (CPIH) inflation rate. This is currently just over 3% for 2025
- Look at the average annual increase in wages
- Research average increase in rents using surveys, like the annual right move rent position which looks at rents regionally
- Pick their own figure

# Challenging a rent increase through the First Tier Tribunal (FTT) /1

A tenant can challenge an increase through the FTT process

- The FTT is not new but is not often used by tenants, partly because it can set a higher rent than what the landlord has proposed and can backdate the increase
- Some tenants were also worried that to challenge the rent increase might result in a section 21 notice

After 1st May 2026 the FTT will only be able to set a figure that is the same or lower than the proposed rent, and the change cannot be backdated

New tenants will be able to challenge even mutually agreed rents for up to six months after moving in

# Challenging a rent increase through the First Tier Tribunal (FTT) /2

There is no cost to the tenant to appeal

No risk if the tenant challenges a rent increase that it will be set at a higher rent than what the landlord is proposing

No risk of the increase being backdated if it is agreed by the FTT.

The FTT can also reduce the rent if they think the rent is above the market value

Any rent increase won't come into effect until the next payment date after the FTT decision and the FTT can delay the start of the new rent by two further months if evidence of "undue hardship"

# The process of increasing the rent that a landlord must follow /1

1. Landlords will only be able to increase rent once a year via a Section 13 notice. They must use form 4A to give notice or will have to start again
2. They must give a minimum of 2 months' notice to expire at the end of a rent period meaning that the notice must expire on the date the rent is due to be paid
3. If a section 13 notice hasn't been given then any rent increase cannot be treated as rent arrears and the tenant will not have to pay it
4. The tenant can appeal the rent increase to the FTT but must do so before the expiry of the 2-month Section 13 notice of increase. They must also inform the landlord that they have done so

# The process of increasing the rent that a landlord must follow /2

5. The tenant does not have to provide evidence as to why they think the increase brings the rent above the market rent for their property
6. If the tenant applies to the first-tier tribunal then they will evaluate the property and compare against similar properties in the area
7. The clock for the period of time before a landlord can issue a Section 13 notice again starts ticking 12 months from when the new rent came into effect after the Section 13 notice was served and not from the date of the notice

# The process of increasing the rent that a landlord must follow /3

The concern of landlords is that tenants have nothing to lose by challenging a rent increase even if that rent increase is well below the estimated market rent, because the increase will be delayed until the FTT makes a determination

It could be as long as 6 months before a rent increase comes into effect after the landlord serves the notice, when taking into account the time it will take for the FTT to hear the case and make a determination

# The process of increasing the rent that a landlord must follow /4

There are currently only 34 judges, therefore the risk of huge delays is very real

- National Residential Landlords Association (NRLA) research shows average wait time from application to a hearing is currently 18 weeks and there were very few cases going to the FTT before May 1st

The concern of landlords is why wouldn't a tenant appeal the rent increase to the FTT? They have nothing to lose and it is likely to delay any increase by at least 6 months