

Renters' Rights Bill

RUNNING LIST OF ALL AMENDMENTS ON REPORT

*Tabled up to and including
29 May 2025*

[Amendments marked ★ are new or have been altered]

Clause 6

LORD YOUNG OF COOKHAM

- ★ Clause 6, page 7, line 38, leave out from beginning to end of line 2 on page 8, and insert –
- “(4AA) Where the rent for a particular period of the tenancy is to be greater than the rent for the previous period by virtue of a notice, determination or agreement mentioned in subsection (4), the rent may not be greater than whichever is the lesser of –
- (a) the rent for the previous period plus an increase equal to the rent multiplied by CPI, or
 - (b) the rent for the previous period plus an increase equal to the rent multiplied by the percentage increase in median national earnings.
- (4AB) Any provision relating to an assured tenancy to which this section applies is of no effect so far as it provides –
- (a) that the rent for a particular period of the tenancy must or may be greater than the rent for the previous period otherwise than by virtue of a notice, determination or agreement mentioned in subsection (4), or
 - (b) that the rent for a particular period of the tenancy, where greater than the rent for the previous period by virtue of a notice, determination or agreement mentioned in subsection (4), must or may be greater than the lesser of –
 - (i) the rent for the previous period plus an increase equal to the rent multiplied by CPI, or
 - (ii) the rent for the previous period plus an increase equal to the rent multiplied by the percentage increase in median national earnings.

(4AC) In this section –

“CPI” means the Consumer Prices Index 12-month rate published by the Office for National Statistics for 1 April preceding the date the notice is served.

“the percentage increase in median national earnings” means that calculated by the UK Statistics Authority over a three-year period ending on the date on which the notice was served.”

Member's explanatory statement

This amendment would introduce limits on the increases which could be made to rents by landlords. The limits would be calculated by reference to increases in CPI or median national earnings.

Clause 9

LORD HACKING

Clause 9, page 15, line 39, at end insert –

“(4A) For the avoidance of doubt, if a tenant fails to pay the deposit and the first month’s rent after the lease has been entered into but before the tenancy start date as stated in the lease, the landlord is not required to grant possession of the property of the tenancy and if the tenant continues to fail to pay the deposit and the first month’s rent for a further 28 days then the landlord is entitled to treat the lease as annulled.”

Clause 11

BARONESS MILLER OF CHILTHORNE DOMER

Clause 11, page 18, line 9, at end insert –

“(5A) The circumstances in which it is unreasonable for a superior landlord to refuse consent through the landlord include, but are not limited to, the following –

- (a) a superior landlord’s personal opinion of a tenant;
- (b) a superior landlord’s personal opinion of pets or specific species;
- (c) a generalised fear of damage to the property;
- (d) a pre-emptive fear of complaints from neighbours relating to noise, fouling or anti-social behaviour caused by the animal;
- (e) a superior landlord’s experience with a previous tenant about pets;
- (f) generalised or unsubstantiated animal welfare concerns.”

Member's explanatory statement

This amendment sets out examples of when it is unreasonable for a superior landlord to refuse consent, providing clearer guidance and limiting arbitrary or prejudiced refusals.

After Clause 20

BARONESS KENNEDY OF CRADLEY

After Clause 20, insert the following new Clause—

“Restriction on landlord’s ability to require tenant to provide guarantor

- (1) A relevant person must not, in any of the circumstances set out in subsection (3), require a person, as a condition of the grant of a relevant tenancy, to provide a guarantor in relation to the observance or performance of the tenant’s obligations under the tenancy.
- (2) For the purposes of this section, requiring a person to provide a guarantor includes accepting an offer by that person to provide a guarantor.
- (3) The circumstances are—
 - (a) that the person has paid a tenancy deposit or has been assisted under a deposit scheme,
 - (b) that the person is required to pay rent in advance of one month’s rent or more,
 - (c) that on a reasonable assessment of their means the person’s income (including state benefits received and any other lawful source of income) is sufficient to enable them to pay the full rent due under the tenancy,
 - (d) that arrangements will be made for housing benefit or the housing element of universal credit to be paid directly in respect of rent to a relevant person,
 - (e) that the relevant person has entered into a contract of insurance under which they are insured against non-payment of rent, or
 - (f) such other circumstances as may be prescribed by the Secretary of State.
- (4) In any other case where a relevant person lawfully requires a person, as a condition of the grant of a relevant tenancy, to provide a guarantor, the sum for which the guarantor may become liable under the relevant guarantee may not exceed a sum equal to six months’ rent.
- (5) In any case where a relevant person lawfully requires a person, as a condition of the grant of a relevant joint tenancy, to provide a guarantor, the sum claimed under the guarantee may not exceed such proportion of the loss as is attributable to the act or default of the individual tenant on whose behalf the guarantee was given; and if such proportion cannot be proved, may not exceed the sum obtained by dividing the total loss by the number of tenants.
- (6) In this section—

“guarantor” is a person who enters into a guarantee in relation to a relevant tenancy; a “guarantee” is a contractual promise to be responsible for the performance of an obligation owed by the tenant to a relevant person under the tenancy if the tenant fails to perform the obligation;

“deposit scheme” includes a scheme whereby a sum payable by way of deposit or a bond or guarantee is provided by a local authority, registered charity or voluntary organisation for the purpose of providing security to a landlord for the performance of a tenant’s obligations under a tenancy;

“tenancy deposit” has the same meaning as in section 212(8) of the Housing Act 2004;

“relevant person” has the meaning given by section 16M(1) of the 1988 Act.”

Member's explanatory statement

This new clause would restrict the circumstances in which a landlord can request a guarantor.

Clause 101

BARONESS GRENDER

BARONESS COFFEY

Clause 101, page 134, line 13, at end insert—

“(iii) that is provided by the Ministry of Defence for use as service family accommodation.”

Member's explanatory statement

This amendment would extend the Decent Homes Standard to service family accommodation.

After Clause 136

BARONESS GRENDER

After Clause 136, insert the following new Clause—

“Review of rent affordability

- (1) The Secretary of State must conduct a review of rent affordability in England.
- (2) The review must assess—
 - (a) the affordability of rents in the private sector,
 - (b) the impact of rent levels on tenants' financial stability and well-being,
 - (c) regional disparities in rental affordability,
 - (d) the effectiveness of existing policy interventions to improve rental affordability, and additional policy interventions to improve rental affordability relative to incomes, and
 - (e) the uptake and outcomes of disputes brought before the First-tier Tribunal (Property Chamber) in relation to rent levels, including both successful and unsuccessful cases.
- (3) In carrying out the review, the Secretary of State may take evidence from—
 - (a) tenants and tenant advocacy groups,
 - (b) landlords and property management companies,
 - (c) housing policy experts,
 - (d) local authorities,
 - (e) the First-tier Tribunal (Property Chamber), and
 - (f) any other persons or organisations with relevant expertise.

- (4) The Secretary of State must lay before Parliament a report setting out the findings of the review and any recommendations within 12 months of the commencement of the provisions contained in Section 2.”

Member's explanatory statement

This amendment would require the Secretary of State to conduct and report to Parliament within 12 months on a comprehensive review of rent affordability in England, including regional disparities, the impact on tenants, the effectiveness of current policies, and the role of the First-tier Tribunal in rent-related disputes.

LORD CASHMAN
LORD YOUNG OF COOKHAM

After Clause 136, insert the following new Clause —

“Definition of “dwelling-house”

- (1) Section 45(1) of the 1988 Act (Interpretation of Part I) is amended as follows.
- (2) At the end of the definition of “dwelling-house”, insert “or a land used for the mooring of a boat used as a dwelling”.
- (3) At the end of the definition of “tenancy”, insert “and land let for the permanent mooring of a boat used as a dwelling”.
- (4) After the definition of “rates”, insert —
“rent” includes any fees paid for the use of land for the mooring of a boat used as a dwelling.”

BARONESS THORNHILL

After Clause 136, insert the following new Clause —

“Repeal of right to rent

- (1) The Immigration Act 2014 is amended as follows.
- (2) Omit Sections 20 (residential tenancy agreement) to 37 (interpretation).
- (3) Omit Schedule 3 (excluded residential tenancy agreements).”

Member's explanatory statement

The new clause would abolish the right to rent provision introduced by the Immigration Act 2014.

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