

Renters' Rights Bill

RUNNING LIST OF ALL AMENDMENTS ON REPORT

*Tabled up to and including
6 June 2025*

[Amendments marked ★ are new or have been altered]

Clause 6

LORD BEST
LORD YOUNG OF COOKHAM
BARONESS GRENDER

Clause 6, page 8, line 18, at end insert –

- “(4F) It shall be an implied term of every assured tenancy to which this section applies that for a period of four years from the commencement of the tenancy the percentage increase between the existing rent and any new rent specified in a notice given under subsection (2) must not exceed whichever is the lesser of –
- (a) the percentage of the rate of inflation calculated by reference to the consumer price index since the date on which the existing rent took effect, or
 - (b) the percentage increase in median national earnings calculated over a three-year period by the UK Statistics Authority, ending on the date on which the notice was served.”

Member's explanatory statement

This amendment provides for in-tenancy rent increases to be index-linked on the basis of CPI or increases in national annual earnings. This seeks to avoid the uncertainties for a period of up to four years of rents being determined at unknown – and potentially unaffordable – market levels.

Clause 7

LORD BEST
LORD YOUNG OF COOKHAM

Clause 7, page 9, line 36, after “tribunal” insert “for a period of four years from the commencement of the tenancy”

LORD BEST
LORD YOUNG OF COOKHAM

Clause 7, page 9, line 37, at end insert “save that no application may be made where the proposed new rent is not increased from the previous rent by a sum greater than that specified in section 13(4F)”

Member's explanatory statement

This amendment renders unnecessary an application to the First-Tier Tribunal where the proposed in-tenancy rent increase does not exceed a measure of inflation specified in section 13(4F) as inserted by another amendment in the name of Lord Best.

LORD BEST
LORD YOUNG OF COOKHAM

Clause 7, page 10, line 7, at end insert –

- “(A4) A landlord of an assured tenancy other than a relevant low-cost tenancy may make application to the appropriate tribunal for the purpose of challenging the rent payable under section 13(4F) on grounds of “exceptional circumstances”.
- (A5) “Exceptional circumstances” in subsection (A4) shall be determined by the tribunal, including investment in substantial improvements to the dwelling-house.”

Member's explanatory statement

This amendment would enable landlords to appeal to the First-Tier Tribunal in exceptional circumstances against the indexation of the rent for four years, as proposed in amendments in the name of Lord Best.

LORD CARRINGTON

Clause 7, page 11, line 35, leave out from “if” to end of line 36 and insert “the tribunal determines that the proposed rent is equal to or lower than the open-market rent, or”

LORD CARRINGTON

Clause 7, page 11, line 38, leave out from “if” to end of line 2 on page 12 and insert “the tribunal determines that the proposed rent is higher than the open-market rent.”

LORD CARRINGTON

Clause 7, page 12, leave out lines 3 to 7 and insert –

- “(4) If the tribunal determines that the proposed rent is equal to or lower than the open-market rent –
 - (a) where the tenant has stated in the application under section 14(A3) that the tenant wishes to pay any uplifted rent in a single payment, the tenant must pay the uplifted rent on the first day of the first new period of the tenancy which begins on or after the date of determination;
 - (b) in all other cases, the tribunal must order that the tenant must pay the uplifted rent in up to 12 equal instalments on the first day of up to 12 consecutive periods of the tenancy commencing on the first day of the first new period of the tenancy which begins on or after the date of the determination.”

Member's explanatory statement

This amendment would ensure that, if a rent challenge was unsuccessful, the reviewed rent would apply from the date that the increase was due to take effect, rather than the date of the end of the legal process. The uplifted rent would be paid over a period of up to 12 months unless the tenant elected in their application to the Tribunal to pay the amount in a single payment.

LORD CARRINGTON

Clause 7, page 12, line 17, at end insert –

- ““the rent difference” means the difference between the rent payable under the tenancy immediately before the determination is made and the new rent for each period of the tenancy;
- “the uplifted rent” means the total of the rent difference for the period between the beginning of the new period specified in the notice under section 13(2) or 13A(2) and the day before the beginning of the first new period of the tenancy which begins on or after the date of the determination.”

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 12

BARONESS JANKE

After Clause 12, insert the following new Clause —

“Permission for home adaptations

- (1) The Housing Act 1988 is amended as follows.
- (2) After section 16 insert —

“16A Home adaptations

- (1) It is an implied term of every assured tenancy that a landlord must give permission for adaptations where a local council has carried out a Home Assessment and recommends adaptations which constitute reasonable adjustments under the Equality Act 2010.
- (2) A tenant may appeal a landlord’s refusal to give permission for such adaptations.””

Member's explanatory statement

This new clause would ensure that landlords of private and social tenancies provide permission for home adaptations for people who have disabilities where a Home Assessment has been carried out.

Clause 14

LORD CROMWELL

Clause 14, page 23, line 22, at end insert “, or

- (iii) the dwelling house has been demonstrably available for purchase on the open market at a fair price for not less than six months and the landlord has not had any suitable offers to purchase the dwelling house.”

- (1A) For the purposes of subsection (1)(b)(iii), the previous tenant or local authority retain the right for the courts to require evidence and to decide whether genuine attempts have been made to market and sell the property at a reasonable price and no offers at or above that price have been refused.”

Member's explanatory statement

This amendment proposes a 6, rather than a 12, month prohibition on renting out an unsold property to make it impossible for a landlord to benefit financially from requiring a tenant to move out without contracting the availability of rental accommodation. The amendment includes evidential safeguards to ensure sale attempts are genuine.

After Clause 20

BARONESS KENNEDY OF CRADLEY
BARONESS LISTER OF BURTERSETT
BARONESS GRENDER

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.

After Clause 63

BARONESS THORNHILL

After Clause 63, insert the following new Clause –

“Post-legislative review: security and stability for renters

- (1) The Secretary of State must, within three years of the day on which Part 1 of this Act, as it applies to England, comes into force, undertake and publish a review assessing the extent to which the Act has improved security and stability for renters.
- (2) The review must include analysis of the impact of Part 1 of the Act's provisions on –
 - (a) levels of homelessness and repeat homelessness,
 - (b) the proportion of applicants owed a homelessness duty,
 - (c) the use and cost of temporary accommodation,

- (d) tenancy duration, frequency, and type of repossession activity,
 - (e) the ability of tenants to uphold their rights under the Act,
 - (f) landlord and tenant perceptions of security and stability, and
 - (g) regional variations in these factors.
- (3) In undertaking the review, the Secretary of State must consult—
- (a) representatives of private renters,
 - (b) representatives of private landlords,
 - (c) local housing authorities in England, and
 - (d) such other persons as the Secretary of State considers appropriate.
- (4) The review must be laid before both Houses of Parliament.”

Member's explanatory statement

This amendment introduces a new clause which requires a review of Part 1 of this Act within three years to assess its impact on renter security and stability, and other relevant factors.

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
BARONESS LISTER OF BURTERSETT

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
BARONESS LISTER OF BURTERSETT

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.

BARONESS THORNHILL

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After Clause 136, insert the following new Clause —

“Review of the impact of this Act on the judicial system

- (1) The Secretary of State must conduct a review of the impact of this Act on the judicial system.
- (2) The review must, in particular, assess the impact of the Act on —
 - (a) the volume of cases brought before the courts;
 - (b) the efficiency and timeliness of judicial proceedings;
 - (c) the resource and administrative burden on the courts;
 - (d) individuals’ ability to access justice.
- (3) In conducting the review, the Secretary of State must consult —
 - (a) legal practitioners and their representative bodies,
 - (b) court administration officials, and
 - (c) any other persons or bodies the Secretary of State considers appropriate.
- (4) The Secretary of State must lay a report setting out the findings of the review before Parliament no later than two years after the day on which this Act is passed.”

Member's explanatory statement

This new clause would require the Secretary of State to review and report on the impact of the Act on the judicial system – specifically in relation to case volumes, court efficiency, resource implications, and access to justice – within two years of the Act being passed.

Clause 145

LORD CARRINGTON

Clause 145, page 169, line 5, at end insert —

- “(9) Different days may be appointed for different purposes in relation to Chapter 1 of Part 1 so that —
- (a) one day (not sooner than three months after this Act is passed) is appointed for the purposes of new tenancies, and
 - (b) one day (not sooner than six months after this Act is passed) is appointed for the purposes of existing tenancies.”

Member's explanatory statement

This amendment seeks to ensure that at least three months’ notice is given prior to new tenancies becoming section 4A assured tenancies and that at least a further three months’ notice is given before existing tenancies become section 4A assured tenancies.

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