

Renters' Rights Bill

RUNNING LIST OF ALL AMENDMENTS ON REPORT

*Tabled up to and including
20 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.

BARONESS JONES OF MOULSECOOMB

Clause 7, page 10, line 21, at end insert —

“(4A) In subsection (2)(b) at end insert —

- “(iii) any increase in the quality of the dwelling attributable to improvements made to upgrade the minimum energy efficiency that were not funded by the landlord but government or ECO grants, either in part or in sum, made within the previous two years.””

Member's explanatory statement

This amendment would amend the Housing Act 1988 so that when determining rents tribunals must disregard any improvements funded by government grants, for a two year period.

LORD CARRINGTON
LORD HACKING

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
LORD HACKING

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
LORD CARRINGTON

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.

THE EARL OF KINNOULL

Clause 11, page 18, line 10, leave out “other than a tenancy of social housing”

Member's explanatory statement

This amendment seeks to allow social housing tenants the same rights to request consent to keep a pet as other tenants.

THE EARL OF KINNOULL

Clause 11, page 19, leave out lines 1 to 4

Member's explanatory statement

This amendment seeks to remove a requirement on tenants to have pet damage insurance.

THE EARL OF KINNOULL

Clause 11, page 19, line 9, at end insert —

- “(c) that the tenant makes an additional pet damage deposit which —
 - (i) can be used to make good pet damage,
 - (ii) must be of equivalent value to 3 weeks of rent,
 - (iii) cannot be subject to the limits for deposits in tenancy agreements, and
 - (iv) is subject to the rules governing deposits in tenancy agreements, for purposes of monies handled.”

Member's explanatory statement

This amendment seeks to introduce a new option of a landlord pet damage deposit.

THE EARL OF KINNOULL

Clause 11, page 19, line 28, at end insert —

- “(2A) Any additional insurance coverage constituting a condition of consent under this section must —
 - (a) operate in excess of the original agreed deposit specified in the tenancy agreement and respond in the same way;
 - (b) have a minimum insured sum of equivalent value to six months of rent.”

Member's explanatory statement

This amendment seeks to provide greater detail for insurance procured by a landlord, the cost of which is paid by the tenant.

THE EARL OF KINNOULL

Clause 11, page 19, line 28, at end insert —

- “(2A) In this section, “premium” includes insurance premium taxes.”

Member's explanatory statement

This amendment seeks to define the meaning of the word “premium” in line with the definition used in contractual insurance documentation.

After Clause 12

LORD TOPE

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
LORD PANNICK
LORD HACKING

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 by falsely claiming to be selling a property in order to require a tenant to vacate. The amendment includes evidential safeguards to ensure sale attempts are genuine and to support greater availability of property for rent.

LORD YOUNG OF COOKHAM

Clause 14, page 24, line 28, at end insert—

“16GA Exemption for shared ownership leaseholders

- (1) Sections 16E and 16F do not apply to any relevant person who gives notice under Ground 1A in Schedule 2 if on the date such notice is given that person is a tenant under a shared ownership lease.
- (2) For the purposes of this section “shared ownership lease” has the same meaning as in section 13 of the Landlord and Tenant Act 1985 and “tenant” shall be construed accordingly.”

Member's explanatory statement

This amendment seeks to protect shared leaseholders whose sales fall through, as is common. The current drafting of clause 14 would leave the shared ownership leaseholder with an empty property if notice is given and the sale falls through.

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.

Clause 21

LORD SHIPLEY

- ★ Clause 21, page 38, line 34, leave out “has” and insert “and any joint tenants have”

Member's explanatory statement

This amendment and others in the name of Lord Shipley aim to ensure that the provisions contained in section 21 apply to joint tenancies as well.

LORD SHIPLEY

- ★ Clause 21, page 38, leave out lines 35 to 37 and insert –
 - “(ii) following service of landlord notice under Grounds 1 or 1A of the Housing Act 1988, not less than one month before the date on which the notice is to take effect, or
 - (iii) in the absence of agreement under sub-paragraph (i) or the application of sub-paragraph (ii), not less than two months before the date on which the notice is to take effect;”

Member's explanatory statement

This amendment, in combination with another amendment in Lord Shipley's name, sets out additional requirements for ending a joint tenancy, including specific notice periods depending on the circumstances and a duty to inform all other joint tenants when a notice is served. They ensure both the departing tenant and the landlord must warn the remaining tenants in writing and provide a copy of the notice.

LORD SHIPLEY

- ★ Clause 21, page 39, line 2, at end insert –

“(1ZB) In the absence of agreement under section (1ZA)(a)(i), any joint tenant serving notice must, at the time of serving notice, give a written warning to all other joint tenants that such notice has been served, and attach a copy of the notice.

(1ZC) The landlord receiving a notice served under section (1ZA)(a)(ii) must give a written warning to all other joint tenants as soon as reasonably practicable after receipt, and attach a copy of the notice to quit.”

Member's explanatory statement

This amendment, in combination with another amendment in Lord Shipley's name, sets out additional requirements for ending a joint tenancy, including specific notice periods depending on the circumstances and a duty to inform all other joint tenants when a notice is served. They ensure both the departing tenant and the landlord must warn the remaining tenants in writing and provide a copy of the notice.

Clause 22**LORD SHIPLEY**

- ★ Clause 22, page 39, line 14, leave out “and landlord” insert “, landlord and any joint tenants”

Member's explanatory statement

This amendment and others in the name of Lord Shipley aim to ensure that the provisions contained in section 22 apply to joint tenancies as well.

Clause 27**LORD SHIPLEY**

- ★ Clause 27, page 42, line 31, leave out from “tenancy,” to “being” in line 33 and insert “no notice of proceedings for possession under section 8 of the Housing Act 1988 (notice of proceedings for possession) may be given at a time when the deposit is not”

Member's explanatory statement

This amendment and others in the name of Lord Shipley seek to prevent a landlord from serving a notice (under section 8 of the Housing Act 1988) to seek possession of a property where a tenancy deposit has not been properly protected or the relevant statutory requirements in relation to the deposit have not been complied with.

LORD SHIPLEY

- ★ Clause 27, page 42, line 35, leave out from “tenancy,” to “in” in line 39 and insert “no notice of proceedings for possession under section 8 of the Housing Act 1988 may be given in relation to the tenancy at a time when the requirements of section 213(3) have not been complied with”

Member's explanatory statement

This amendment and others in the name of Lord Shipley seek to prevent a landlord from serving a notice (under section 8 of the Housing Act 1988) to seek possession of a property where a tenancy deposit has not been properly protected or the relevant statutory requirements in relation to the deposit have not been complied with.

LORD SHIPLEY

- ★ Clause 27, page 43, line 2, leave out from “tenancy,” to second “the” in line 3 and insert “no notice of proceedings for possession under section 8 of the Housing Act 1988 may be given until”

Member's explanatory statement

This amendment and others in the name of Lord Shipley seek to prevent a landlord from serving a notice (under section 8 of the Housing Act 1988) to seek possession of a property where a tenancy deposit has not been properly protected or the relevant statutory requirements in relation to the deposit have not been complied with.

LORD SHIPLEY

- ★ Clause 27, page 43, leave out lines 15 to 19 and insert—
 - “(6) Where any deposit given in connection with an assured tenancy could not lawfully be required by virtue of section 213(7), no notice of proceedings for possession under section 8 of the Housing Act 1988 may be given until the deposit has been returned to the person who provided it.”

Member's explanatory statement

This amendment and others in the name of Lord Shipley seek to prevent a landlord from serving a notice (under section 8 of the Housing Act 1988) to seek possession of a property where a tenancy deposit has not been properly protected or the relevant statutory requirements in relation to the deposit have not been complied with.

After Clause 28

BARONESS JONES OF MOULSECOOMB

After Clause 28, insert the following new Clause –

“Right to minor adaptations for disabilities

In the 1988 Act, after section 16P (inserted by section 20 of this Act), insert –

“16Q Right to minor adaptations for disabilities

- (1) It is an implied term of every tenancy to which this section applies that a tenant is entitled to make a minor adaptation to the property without needing to obtain the consent of the landlord.
- (2) In this section, “minor adaptation” means a change to the structure, fixtures or contents of the property for the purpose of accommodating a disability (within the meaning of section 6 of the Equality Act 2010), where the cost of making the adaptation would not exceed an amount set by the Secretary of State in regulations.
- (3) This section applies to every assured tenancy other than a tenancy of social housing, within the meaning of Part 2 of the Housing and Regeneration Act 2008.”

Member's explanatory statement

This new clause would give a right to minor home adaptations for accommodating a disability.

After Clause 39

BARONESS JONES OF MOULSECOOMB

After Clause 39, insert the following new Clause –

“Discrimination relating to requirement for home adaptations

A relevant person must not, in relation to a dwelling that is to be let on an agreement which may give rise to a relevant tenancy –

- (a) on the basis that a person does or may require home adaptations, prevent the person from –
 - (i) enquiring whether the dwelling is available for let,
 - (ii) accessing information about the dwelling,
 - (iii) viewing the dwelling in order to consider whether to seek to rent it, or
 - (iv) entering into a tenancy for the dwelling, or
- (b) apply a provision, criterion or practice that would make people requiring home adaptations less likely to enter into a tenancy of the dwelling than people who do not require home adaptations.”

Member's explanatory statement

This new clause would prevent discrimination against prospective tenants who may require home adaptations for accessibility.

Clause 41

LORD KEEN OF ELIE
THE EARL OF KINNOULL
BARONESS SCOTT OF BYBROOK

Clause 41, page 58, line 4, leave out “on the balance of probabilities” and insert “beyond reasonable doubt”

Member's explanatory statement

This amendment, in conjunction with another amendment in the name of Lord Keen of Elie to clause 58, imposes a uniform standard of proof – beyond reasonable doubt – where the local housing authority imposes a financial penalty.

Clause 58

LORD KEEN OF ELIE
THE EARL OF KINNOULL
BARONESS SCOTT OF BYBROOK

Clause 58, page 90, line 33, leave out “on the balance of probabilities” and insert “beyond reasonable doubt”

Member's explanatory statement

This amendment, in conjunction with another amendment in the name of Lord Keen of Elie name to clause 41, imposes a uniform standard of proof – beyond reasonable doubt – where the local housing authority imposes a financial penalty.

Clause 59

LORD KEEN OF ELIE
THE EARL OF KINNOULL
BARONESS SCOTT OF BYBROOK

Clause 59, page 92, line 18, leave out “£40,000” and insert “£7,000”

Member's explanatory statement

This limits the local housing authority's power to impose a financial penalty to £7,000.

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 67

LORD KEEN OF ELIE
THE EARL OF KINNOULL
BARONESS SCOTT OF BYBROOK

Clause 67, page 109, line 21, leave out from “£7,000” to end of line 22

Member's explanatory statement

This limits the local housing authority's power to impose a financial penalty to £7,000.

After Clause 70

BARONESS THORNHILL

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After Clause 70, insert the following new Clause –

“Review of tenants’ understanding of rights and obligations

- (1) Within one year of the day on which this Act is passed, the Secretary of State must conduct a review of –
 - (a) the extent to which tenants in the private rented sector understand their rights and obligations, and
 - (b) where tenants in the private rented sector are most likely to seek and obtain information about those rights and obligations.
- (2) In carrying out the review, the Secretary of State must consult –
 - (a) representatives of private renters,
 - (b) representatives of private landlords,
 - (c) local housing authorities in England,
 - (d) tenant advisory services,
 - (e) relevant research organisations, and
 - (f) such other persons as the Secretary of State considers appropriate.
- (3) The Secretary of State must lay the findings of the review before Parliament.”

Member's explanatory statement

This amendment would require the Secretary of State to review how well tenants in the private rented sector understand their rights and obligations, and where they are most likely to seek information. The aim is to ensure that the Government is effectively using the most trusted and accessible channels to inform tenants about their rights under the Act.

Clause 92

LORD KEEN OF ELIE
THE EARL OF KINNOULL
BARONESS SCOTT OF BYBROOK

Clause 92, page 126, line 17, leave out from “£7,000” to end of line 18

Member's explanatory statement

This limits the local housing authority’s power to impose a financial penalty to £7,000.

Clause 93

LORD KEEN OF ELIE
THE EARL OF KINNOULL
BARONESS SCOTT OF BYBROOK

Clause 93, page 127, line 12, leave out “or recklessly”

Member's explanatory statement

Where a person commits an offence in the provision of false or misleading information to the database operator, this amendment limits the culpable state of mind of the perpetrator to actual knowledge.

Clause 101

THE LORD BISHOP OF MANCHESTER

Clause 101, page 134, line 11, leave out from “(homelessness)” to end of line 13

Member's explanatory statement

This amendment would make the Decent homes standard apply to all homeless temporary accommodation provided under the Housing Act 1996.

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 101

LORD SHIPLEY

After Clause 101, insert the following new Clause—

“Use of licence conditions to improve housing conditions

In section 90(1) of the Housing Act 2004 (licence conditions), for “the management, use or occupation of the house concerned” substitute “all or any of the following—

- (a) the management, use and occupation of the house concerned, and
- (b) the condition and contents of the house concerned.”

Member's explanatory statement

This amendment would enable local authorities operating selective licensing schemes to use licence conditions to improve housing conditions.

LORD SHIPLEY

After Clause 101, insert the following new Clause –

“Increases to duration of discretionary licensing schemes

- (1) The Housing Act 2004 is amended as follows.
- (2) In section 60 (Duration, review and revocation of designations), subsection (2), for “five” substitute “ten”.
- (3) In section 84 (Duration, review and revocation of designations), subsection (2), for “five” substitute “ten”.

Member's explanatory statement

This amendment would increase the maximum duration of additional HMO licensing schemes and selective licensing schemes from five to ten years.

After Clause 113

LORD CROMWELL

After Clause 113, insert the following new Clause –

“Offences under the Protection from Eviction Act 1977: report

- (1) The Secretary of State must publish a report about the application of the Protection from Eviction Act 1977, including –
 - (a) an assessment of the level of understanding among tenants, landlords, and the police about the criminal nature of offences under the Protection from Eviction Act 1977,
 - (b) a plan to increase awareness about the nature of offences under the Protection from Eviction Act 1977 among groups in paragraph (a),
 - (c) a clarificatory statement about the nature of offences under the Protection from Eviction Act 1977 which tenants, landlords and the police can use as a reference,
 - (d) the reasonable steps which the police should take to prevent such offences being committed, and
 - (e) the training and relevant reference materials which must be made available to all police officers to support the discharge of their duties under this section and the Protection from Eviction Act 1977.
- (2) The report under subsection (1) must be published within six months of the day on which this Act is passed and must be laid before Parliament.”

Clause 135

THE LORD BISHOP OF MANCHESTER

Clause 135, page 162, line 7, after “entry),”, insert –

“(a) in subsection (5)(a), omit “known), and” and insert “unoccupied), or;”;

Member's explanatory statement

This amendment seeks to allow the 24 hours' notice requirement for an inspection under Section 239 of the Housing Act 2004 to be served solely on the property's occupier.

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.

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

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
LORD HACKING

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.

Schedule 1

LORD EVANS OF RAINOW
BARONESS SCOTT OF BYBROOK

Schedule 1, page 178, line 31, leave out “six” and insert “nine”

Member's explanatory statement

This amendment probes why the government believe six months is suitable cut off for Ground 4A, the new ground for possession, being available to landlords.

LORD CARRINGTON

Schedule 1, page 179, line 36, after “a” insert “seasonal or permanent employee, worker or self-employed”

Member's explanatory statement

This amendment and others in the name of Lord Carrington would enable the landlord to gain possession of the dwelling-house to house their agricultural worker, who will be working at least 35 hours per week for the landlord, regardless of the worker's employment status (i.e. employee, worker or self-employed person).

LORD CARRINGTON

Schedule 1, page 179, line 36, leave out “employed” and insert “working for a minimum of 35 hours per week for a business operated”

Member's explanatory statement

This amendment and others in the name of Lord Carrington would enable the landlord to gain possession of the dwelling-house to house their agricultural worker, who will be working at least 35 hours per week for the landlord, regardless of the worker's employment status (i.e. employee, worker or self-employed person).

LORD CARRINGTON

Schedule 1, page 179, line 38, after "landlords", insert "as a service occupant, as a keyworker, or"

Member's explanatory statement

This amendment and another in the name of Lord Carrington would allow possession where the property is required for housing a person who, for the better performance of their duties, is required to be, or is by custom, housed by their employer. The definition of "service occupant" mirrors the definition as set out in the Income and Corporation Taxes Act 1988. It also allows possession where the person will be employed as a keyworker, with the definition of a key worker including but not limited to NHS healthcare workers, education professionals and emergency services workers.

LORD CARRINGTON

Schedule 1, page 179, line 38, leave out "as a seasonal or permanent employee"

Member's explanatory statement

This amendment and others in the name of Lord Carrington would enable the landlord to gain possession of the dwelling-house to house their agricultural worker, who will be working at least 35 hours per week for the landlord, regardless of the worker's employment status (i.e. employee, worker or self-employed person).

LORD CARRINGTON

Schedule 1, page 179, line 41, at end insert—

“For the purposes of this ground “keyworker” is someone employed in essential public sector roles. This includes but is not limited to NHS Healthcare workers, education professionals, or emergency services workers. This definition can be amended by regulations by the Secretary of State.

For the purposes of this ground, “service occupant” has the same meaning as an employee as set out in the Income and Corporation Taxes Act 1988 at clause 145(4), (a) and (b).”

Member's explanatory statement

This amendment and another in the name of Lord Carrington would allow possession where the property is required for housing a person who, for the better performance of their duties, is required to be, or is by custom, housed by their employer. The definition of "service occupant" mirrors the definition as set out in the Income and Corporation Taxes Act 1988. It also allows possession

where the person will be employed as a keyworker, with the definition of a key worker including but not limited to NHS healthcare workers, education professionals and emergency services workers.

LORD CARRINGTON

Schedule 1, page 180, line 18, after “tenant’s” insert “work or”

Member's explanatory statement

This amendment and others in the name of Lord Carrington would enable the landlord to gain possession of the dwelling-house when the tenant stops working for the landlord, regardless of the tenant’s employment status (i.e. employee, worker or self-employed person).

LORD CARRINGTON

Schedule 1, page 180, line 26, after “that” insert “work or”

Member's explanatory statement

This amendment and others in the name of Lord Carrington would enable the landlord to gain possession of the dwelling-house when the tenant stops working for the landlord, regardless of the tenant’s employment status (i.e. employee, worker or self-employed person).

LORD CARRINGTON

Schedule 1, page 180, line 28, after “their” insert “work or”

Member's explanatory statement

This amendment and others in the name of Lord Carrington would enable the landlord to gain possession of the dwelling-house when the tenant stops working for the landlord, regardless of the tenant’s employment status (i.e. employee, worker or self-employed person).

LORD CARRINGTON

Schedule 1, page 180, line 31, after “future” insert “worker, self-employed person or”

Member's explanatory statement

This amendment and others in the name of Lord Carrington would enable the landlord to gain possession of the dwelling-house when the tenant stops working for the landlord, regardless of the tenant’s employment status (i.e. employee, worker or self-employed person).

LORD CARRINGTON

Schedule 1, page 180, line 33, after “tenancy” insert “or the person with whom the contract for work was entered into”

Member's explanatory statement

This amendment and others in the name of Lord Carrington would enable the landlord to gain possession of the dwelling-house when the tenant stops working for the landlord, regardless of the tenant's employment status (i.e. employee, worker or self-employed person).

LORD CARTER OF HASLEMERE

- ★ Schedule 1, page 193, line 40, leave out sub-paragraphs (a) and (b)

Member's explanatory statement

Under the Bill, the threshold for rent arrears would increase from two to three months before a landlord could mandate repossession by serving notice. This amendment would maintain the existing two months mandatory possession ground for rent arrears.

LORD CARTER OF HASLEMERE

- ★ Schedule 1, page 194, line 1, leave out sub-paragraph (d)

Member's explanatory statement

This amendment would continue to permit rent arrears arising from non-payment of universal credit to be used as a ground for possession.

LORD DE CLIFFORD
BARONESS BOWLES OF BERKHAMSTED
BARONESS NEVILLE-ROLFE

Schedule 1, page 194, line 7, at end insert –

“New ground for possession for property which is required for a carer for the landlord or landlord's family

24A After Ground 8 insert –

“Ground 8A

The landlord seeking possession requires the dwelling-house for the purpose of housing a person who is a carer for –

- (a) the landlord,*
- (b) the landlord's spouse, or*
- (c) a member of the landlord's family who is living with the landlord,*

where the dwelling-house is in sufficiently close proximity to the person requiring care to facilitate emergency callout.

For the purposes of this Schedule, “carer” means an adult providing personal care or nursing care to another person, who may be under the age of 18, under a voluntary or contracted arrangement.

The Secretary of State may by regulations amend the definition of carer above.””

Member's explanatory statement

This new ground for possession would allow the landlord to seek possession of a dwelling house where it is needed to house a carer for the landlord, or a member of the landlord's family, and the dwelling-house is in close proximity to the person requiring care.

Schedule 2

LORD BEST

Schedule 2, page 208, line 32, at end insert—

“Regulatory Enforcement and Sanctions Act 2008

76 In Schedule 3 to the Regulatory Enforcement and Sanctions Act 2008 (enactments specified for the purposes of Part 1), in the suitable place insert—

“Tenant Fees Act 2019 (c.4)””

Member's explanatory statement

This amendment integrates the Tenant Fees Act 2019 into Schedule 3 to the Regulatory Enforcement and Sanctions Act 2008. It enables a Primary Authority to support local authorities to give assured advice to lettings agents on achieving compliance under the Tenant Fees Act 2019. It is intended that providing this advice will support lettings businesses and reduce pressure on local authorities' enforcement teams.

Renters' Rights Bill

RUNNING LIST OF ALL AMENDMENTS ON REPORT

*Tabled up to and including
20 June 2025*

20 June 2025

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