

# Renters' Rights Bill

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## MARSHALLED LIST OF AMENDMENTS TO BE MOVED ON REPORT

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*The amendments have been marshalled in accordance with the Instruction of 25th June 2025, as follows –*

Clauses 1 to 3	Schedule 4
Schedule 1	Clause 102
Clauses 4 to 30	Schedule 5
Schedule 2	Clauses 103 to 146
Clauses 31 to 74	Schedule 6
Schedule 3	Clauses 147 to 149
Clauses 75 to 101	Title

*[Amendments marked ★ are new or have been altered]*

**Amendment  
No.**

**Clause 1**

LORD HACKING  
BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

**1** Clause 1, page 1, line 13, at end insert –

“unless the landlord and the tenant mutually agree to have a fixed term during which period the landlord agrees to suspend the ability to seek possession under Ground 1 (Occupation by landlord and family), Ground 1A (Sale of dwelling house), Ground 1B (New ground for possession after rent-to-buy agreement) or Ground 6 (redevelopment) in Schedule 1.

(1A) During a fixed term tenancy agreed under subsection (1), the landlord shall not be entitled to increase the rent.”

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

2 Clause 1, page 1, line 13, at end insert —

“unless the tenant meets the student test when the tenancy is entered into.

- (1A) For the purposes of this section, a tenant who meets the student test when a tenancy is entered into has the same meaning as in Ground 4A in Schedule 1.”

***Member's explanatory statement***

*This amendment would allow student tenancies to remain as fixed tenancies to provide the certainty that both student tenants and student landlords require.*

**Clause 2**

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

3 Clause 2, page 2, line 30, leave out paragraph (a)

***Member's explanatory statement***

*This amendment would retain social landlords' ability to demote tenancies for anti-social behaviour.*

**Schedule 1**

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

4★ Schedule 1, page 173, line 13, leave out from beginning to end of line 26 and insert —

- “(a) the landlord;
- (b) the spouse, civil partner or co-habitee of the landlord;
- (c) a person who is —
  - (i) a child,
  - (ii) a grandchild,
  - (iii) a parent,
  - (iv) a grandparent,
  - (v) a sibling,
  - (vi) a niece or nephew,
  - (vii) an aunt or uncle, or
  - (viii) a cousin,
 of the landlord or of the spouse, civil partner or co-habitee of the landlord;

- (d) a person who is the spouse, civil partner or co-habitee of a person falling within paragraph (c).

For the purposes of this Schedule –

- (a) one person (C) is the “co-habitee” of another person (P) if P lives with C as if they were married or in a civil partnership;
- (b) a “niece or nephew” of a person (P) is a child –
  - (i) of a sibling of P, or
  - (ii) of a person who is the spouse, civil partner or co-habitee of a sibling of P;
- (c) an “aunt or uncle” of a person (P) is a sibling of a parent of P;
- (d) a “cousin” of a person (P) is a child –
  - (i) of an aunt or uncle of P, or
  - (ii) of a person who is the spouse, civil partner or co-habitee of an aunt or uncle of P;
- (e) “sibling” includes a sibling of the half-blood and a step-sibling.”

***Member's explanatory statement***

*This amendment seeks to apply the same definition of family member which is used in clause 20 of the Act in Schedule 1 to ensure the internal consistency of this Act.*

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

- 5 Schedule 1, page 178, leave out line 13

***Member's explanatory statement***

*This amendment would remove the restriction of Ground 4A to accommodation of three or more bedrooms only.*

LORD EVANS OF RAINOW  
BARONESS SCOTT OF BYBROOK

- 6 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.*

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

- 7 Schedule 1, page 179, line 14, at end insert –

- “(d) of any description mentioned in Section A1 of the Apprenticeships, Skills, Children and Learning Act 2009.”

***Member's explanatory statement***

*This amendment probes why the full-time student test is restricted to university education.*

LORD CARRINGTON  
THE EARL OF LEICESTER

- 8 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  
THE EARL OF LEICESTER

- 9 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  
THE EARL OF LEICESTER

- 10 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” means there is an express term of the employee's contract of employment that they live in a particular residence from where they can better perform their duties, or if there is no such express term, one can be implied on the basis that it is essential that the employee lives in particular accommodation for the better performance of their duties. 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

- 11 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

**12** 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” means—

- (a) there is an express term of the employee's contract of employment that they live in a particular residence from where they can better perform their duties, or
- (b) if there is no such express term, one can be implied on the basis that it is essential that the employee lives in particular accommodation for the better performance of their duties.”

**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” means there is an express term of the employee's contract of employment that they live in a particular residence from where they can better perform their duties, or if there is no such express term, one can be implied on the basis that it is essential that the employee lives in particular accommodation for the better performance of their duties. 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  
THE EARL OF LEICESTER

**13** 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  
THE EARL OF LEICESTER

**14** 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  
THE EARL OF LEICESTER

- 15 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  
THE EARL OF LEICESTER

- 16 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

- 17 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).*

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

- 18 Schedule 1, page 193, line 40, leave out sub-paragraph (a)

***Member's explanatory statement***

*This amendment retains the status quo, allowing landlords to begin recovering rent arrears after eight weeks – rather than thirteen – where rent is payable weekly or fortnightly, helping to reduce the build-up of rental and mortgage arrears.*

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

- 19 Schedule 1, page 193, line 41, leave out sub-paragraph (b)

***Member's explanatory statement***

*This amendment retains the status quo, allowing landlords to begin recovering rent arrears after two months – rather than three – where rent is payable monthly, helping to reduce the accumulation of rental and mortgage arrears.*

LORD CARTER OF HASLEMERE

- 20 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

- 21 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.*

## THE EARL OF LEICESTER

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

*“New ground for possession for property with agreed change to non-residential use*

24A After Ground 8 insert –

*“Ground 8A*

The landlord is seeking possession of the property or the land on which it is situated for non-residential purposes and –

- (a) there is evidence of an approved planning application for the change of use, where one is required, or
- (b) there is a permitted development right under the Town and Country Planning (General Permitted Development) (England) Order 2015 for the conversion of the property to the intended non-residential use.””

***Member's explanatory statement***

*This amendment would allow landlords to seek possession of a dwelling-house where it is intended that the use of the property, or the land on which it is situated, be changed to non-residential and there is permission from the relevant authorities to do so. This would include uses such as office space, commercial, and retail.*

## LORD JAMIESON

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

*“Possession for redevelopment and regeneration of private rented homes*

24A After Ground 8 insert –

*“Ground 8A*

The following conditions are met –

- (a) the private landlord intends to redevelop the dwelling-house for the purpose of regeneration, and the proposed works cannot reasonably be carried out while the property is occupied;
- (b) the private landlord has complied with all relevant tenancy obligations up to the date of possession;
- (c) the private landlord has given six months' notice;
- (d) a planning application has been made.

In this Ground –

*“Redevelopment” means –*

- (a) demolition or reconstruction of all or a substantial part of the dwelling-house, or
- (b) substantial works to the dwelling-house or any building of which it forms part;



“Regeneration” means the process of improving an area through coordinated measures that either –

- (a) secure the redevelopment, refurbishment, or enhancement of land, buildings, or infrastructure,
- (b) promote economic growth, including through the creation of employment opportunities and support for local enterprise, or
- (c) advance social wellbeing by improving housing, public services, community facilities, and the overall quality of life for residents;

“Private landlord” means a landlord who is not a registered provider of social housing.””

***Member's explanatory statement***

*This amendment creates a new group for possession where a landlord has made a planning application, and the proposed works cannot reasonably be carried out while the property is occupied.*

**Clause 6**

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

**24** Clause 6, page 8, leave out lines 11 and 12

***Member's explanatory statement***

*This amendment prevents the Secretary of State from expanding the definition of “relevant low-cost tenancy” by regulations.*

LORD BEST  
LORD YOUNG OF COOKHAM  
BARONESS GRENDER

**25** 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

- 26 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

- 27 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

- 28 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 WOLF OF DULWICH  
BARONESS THORNHILL

- 29 Clause 7, page 10, line 7, at end insert —
- “(A4) The application to the appropriate tribunal under subsections (A1) and (A3) must first be reviewed by the Valuation Office Agency, who must terminate applications which the Agency considers to have no chance of success.”

***Member's explanatory statement***

*This amendment seeks to provide for a pre-appeal assessment process, to filter out appeals that have no prospect of success and avoid over-burdening tribunals.*

BARONESS JONES OF MOULSECOOMB

30 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 HOWARD OF RISING

31 Clause 7, page 11, line 12, leave out “, if lower than the tenancy rent,”

***Member's explanatory statement***

*This amendment would enable the Tribunal to increase, as well as decrease, the tenancy rent when a tenant appeals to the Tribunal.*

LORD HOWARD OF RISING

32 Clause 7, page 11, line 14, leave out “of the application” and insert “the Tribunal makes a determination”

***Member's explanatory statement***

*This amendment would stop the Tribunal from being able to require landlords to make a backdated payment to a tenant where it determines that a rent amount is too high, despite the tenant having agreed to the rent amount when they agreed to the tenancy.*

LORD HOWARD OF RISING

33 Clause 7, page 11, line 35, leave out from “13A(2),” to end of line 5 on page 12 and insert “, or

(b) a date that the appropriate tribunal directs, if it appears to the tribunal that applying paragraph (a) would cause undue hardship to the tenant.”

***Member's explanatory statement***

*This amendment would stop the tribunal delaying the date that a rent increase would come into effect, removing the incentive for all tenants to appeal all rent increases to guarantee a delayed implementation.*

LORD CARRINGTON  
LORD HACKING

- 34 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

- 35 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

- 36 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.*

BARONESS TAYLOR OF STEVENAGE

- 37 Clause 7, page 12, line 10, at end insert—

- “(5A) The Secretary of State may by regulations make provision so as to substitute, in relation to relevant tenancies, a different date as the effective date.

- (5B) The effective date may not be earlier than the beginning of the new period specified in the notice served on the tenant under section 13(2) or 13A(2).
- (5C) Regulations under subsection (5A) –
  - (a) may amend this section;
  - (b) may make different provision for different purposes;
  - (c) may make supplemental, consequential, incidental, transitional, transitory or saving provision;
  - (d) are to be made by statutory instrument.
- (5D) A statutory instrument containing regulations under subsection (5A) may not be made unless a draft of the instrument has been laid before and approved by a resolution of each House of Parliament.”

***Member's explanatory statement***

*This amendment enables the Secretary of State to amend the Housing Act 1988 so as to substitute a different date from which new rent is payable. The substituted date must not be earlier than the date specified in the notice of the new rent given by the landlord. The new date will only apply to applications to challenge the rent made on or after the date on which the regulations come into force.*

BARONESS TAYLOR OF STEVENAGE

38 Clause 7, page 12, line 13, at end insert –

““the effective date” means a date for the time being specified in subsection (3)(b) as the date from which the rent payable takes effect;”

***Member's explanatory statement***

*This amendment is consequential on the amendment tabled in my name inserting a new regulation-making power into the Housing Act 1988 in relation to the effective date for proposed new rent.*

BARONESS TAYLOR OF STEVENAGE

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

““relevant tenancies” means tenancies in relation to which an application under section 14(A3) is made on or after the date on which the regulations under subsection (5A) come into force.”

***Member's explanatory statement***

*This amendment is consequential on the amendment tabled in my name inserting a new regulation-making power into the Housing Act 1988 in relation to the effective date for proposed new rent.*

## LORD CARRINGTON

40 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.”

## After Clause 7

## LORD HACKING

41 After Clause 7, insert the following new Clause –

**“Restrictions on rent increase**

When a landlord has obtained possession of a property pursuant to Schedule 2 of the Housing Act 1988 (as amended by Schedule 1 of this Act) on either –

- (a) Ground 1 (occupation by landlord or family), or
- (b) Ground 1A (sale of dwelling house),

and the landlord is unable to place a family member in the property or sell the property and is putting the property again into the letting market, the landlord is prohibited from raising the rent of the property for a period of 12 months from the date of the notice to quit as served on the original tenant.”

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

42 After Clause 7, insert the following new Clause –

**“Impact of section 7: operation of rent tribunals**

- (1) The Secretary of State must commission a review of –
  - (a) the impact of section 7 (challenging amount or increase of rent) on the tribunals responsible for the determination of rent, and
  - (b) the ability of tribunals to manage an increase in applications for a review of a proposed rent increase.
- (2) The Secretary of State must lay the review made under subsection (1) and the Government’s response to the review before Parliament.
- (3) The Secretary of State must consult with the Competition and Markets Authority on any measures necessary to ensure that tribunals are able to assess market rents without having a distorting effect on the market.”

***Member's explanatory statement***

*This amendment would require the Secretary of State to conduct a review of the effect of clause 7 on tribunals responsible for the determination of rent.*

**Clause 8**

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

- 43 Clause 8, page 12, line 23, after “for” insert “more than six months”

***Member's explanatory statement***

*This amendment would allow a person to mutually agree a tenancy with a landlord which requires them to pay up to six months of rent in advance.*

BARONESS TAYLOR OF STEVENAGE

- 44 Clause 8, page 12, line 24, at end insert —

“(za) to a tenancy entered into before the commencement date (which has the same meaning as in section 146(3) of the Renters’ Rights Act 2025),”

***Member's explanatory statement***

*In line with the original policy intention, this amendment ensures that existing leases (those entered into before the commencement of Chapter 1 of Part 1) will fall outside the scope of the new section 4B.*

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

- 45 Clause 8, page 13, line 25, leave out “making provision about” and insert “expanding”

***Member's explanatory statement***

*This amendment limits the Secretary of State’s power to change the descriptions of rent due which are not prohibited by this Act to expanding the definition rather than limiting it.*

**Clause 9**

LORD HACKING  
LORD CARRINGTON

- 46 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

47 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

48 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.*

BARONESS TAYLOR OF STEVENAGE

49 Clause 11, page 18, line 35, leave out from beginning to end of line 28 on page 19

***Member's explanatory statement***

*This removes provision inserted into the Housing Act 1988 making it an implied term of an assured tenancy (other than a tenancy of social housing) that a tenant will comply with conditions relating to pet insurance where the landlord has consented to the tenant keeping a pet and given written notice of the condition.*

THE EARL OF KINNOULL

50 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

51 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

52 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

53 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.*

BARONESS TAYLOR OF STEVENAGE

54 Clause 11, page 19, leave out lines 35 to 40

***Member's explanatory statement***

*This is consequential on the amendment in my name which would remove the provision to be inserted into the Housing Act 1988 relating to indemnity and insurance for pets.*

**Clause 12**

BARONESS TAYLOR OF STEVENAGE

55 Leave out Clause 12

***Member's explanatory statement***

*The amendment removes the provisions to be inserted into the Tenant Fees Act 2019 to allow tenants to make payments relating to pet insurance in consequence of the amendment in my name which would remove the provision to be inserted into the Housing Act 1988 relating to indemnity and insurance for pets.*

**After Clause 12**

LORD TOPE

56 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 13**

BARONESS TAYLOR OF STEVENAGE

57 Clause 13, page 20, line 15, leave out “16C” and insert “16B”

***Member's explanatory statement***

*This is consequential on the amendment in my name which would remove the provision to be inserted into the Housing Act 1988 relating to indemnity and insurance for pets.*

**Clause 14**

LORD CROMWELL  
LORD PANNICK  
LORD HACKING

58 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

59 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 16**

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

60 After Clause 16, insert the following new Clause –

**“Report on financial assistance to local housing authorities**

- (1) Within 12 months of the day on which section 16 (landlords etc: financial penalties and offences) comes into force, and annually thereafter, the Secretary of State must make a statement of all financial assistance provided to local housing authorities under section 16L of the Housing Act 1988 (financial penalties: supplementary and interpretation).
- (2) The statement made under subsection (1) must be laid before Parliament.”

***Member's explanatory statement***

*This would require the Secretary of State to produce an annual report on financial assistance provided to local housing authorities.*

**After Clause 20**

BARONESS KENNEDY OF CRADLEY  
BARONESS LISTER OF BURTERSETT  
BARONESS GRENDER  
THE LORD BISHOP OF MANCHESTER

61 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

- 62      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

- 63      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.*

BARONESS TAYLOR OF STEVENAGE

64 Clause 21, page 39, line 2, at end insert –

- “(1ZB) In the case of a joint assured tenancy, an agreement under subsection (1ZA)(a)(i) is not valid unless it is made between the landlord and all of the tenants.
- (1ZC) That does not affect the validity of any notice to quit premises let under a joint assured tenancy that is given by only one or some of the tenants.
- (1ZD) In this section “joint assured tenancy” means an assured tenancy where two or more persons are tenants under the tenancy.”

***Member's explanatory statement***

*The new subsection (1ZA)(a)(ii) inserted into section 5 of the Protection from Eviction Act 1977 enables the landlord and tenant to agree that notice to quit of less than two months can be given. This amendment would ensure that, where there are joint tenants, all of them must make such an agreement with the landlord.*

LORD SHIPLEY

65 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

- 66 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.*

BARONESS TAYLOR OF STEVENAGE

- 67 Clause 22, page 39, line 14, at end insert—
- “(4) In the case of a joint assured tenancy, an agreement under subsection (3) is not valid unless it is made between the landlord and all of the tenants.
  - (5) That does not affect the validity of any notice to quit premises let under a joint assured tenancy that is given by only one or some of the tenants.
  - (6) In this section “joint assured tenancy” means an assured tenancy where two or more persons are tenants under the tenancy.”

***Member's explanatory statement***

*The new section 5A(3) inserted into the Protection from Eviction Act 1977 enables the landlord and tenant to agree that notice to quit can be withdrawn. This amendment would ensure that, where there are joint tenants, all of them must make such an agreement with the landlord.*

## Clause 27

LORD SHIPLEY

- 68 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

- 69 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

- 70 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

- 71 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

- 72 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.*

**Schedule 2**

BARONESS TAYLOR OF STEVENAGE

**73** Schedule 2, page 201, line 24, leave out “16C” and insert “16B”

***Member's explanatory statement***

*This is consequential on the amendment in my name which would remove the provision to be inserted into the Housing Act 1988 relating to indemnity and insurance for pets.*

LORD BEST

**74** Schedule 2, page 207, line 13, at end insert –  
“Regulatory Enforcement and Sanctions Act 2008

- 69A In Schedule 3 to the Regulatory Enforcement and Sanctions Act 2008 (enactments specified for the purposes of Part 1), in the appropriate 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.*

### Clause 33

BARONESS TAYLOR OF STEVENAGE

75 Clause 33, page 49, line 3, leave out from beginning to “is” in line 4 and insert –

“(a) for sub-paragraph (1) substitute –

“(1) A tenancy which is granted to a person who is pursuing, or intends to pursue, a course of study provided by a specified educational institution if –

(a) the tenancy is granted –

- (i) by that institution,
- (ii) by another specified educational institution, or
- (iii) by a specified body of persons, or

(b) either of the following is a member of a specified housing management code of practice –

- (i) a person appointed to act on the landlord’s behalf in respect of the tenancy;
- (ii) a person appointed to discharge management functions in respect of the building which comprises the dwelling-house or in which the dwelling-house is situated.

(1A) Subsection (1)”.”

***Member's explanatory statement***

*The new paragraph (b) of subsection (1) provides that a tenancy of student accommodation is not an assured tenancy if the person appointed to act on behalf of the landlord or to discharge management functions in respect of the building concerned is a member of a “housing management code of practice” (which is a code approved under section 233 of the Housing Act 2004).*

BARONESS TAYLOR OF STEVENAGE

76 Clause 33, page 49, line 4, after “(2C)” insert “, (2CA)”

***Member's explanatory statement***

*This is consequential on the amendment in my name inserting the new sub-paragraph (2CA).*

BARONESS TAYLOR OF STEVENAGE

77 Clause 33, page 49, line 39, insert –

“(2CA) The Secretary of State may by regulations made by statutory instrument –

- (a) specify a person appointed to act on the landlord’s behalf in respect of the tenancy or to discharge management functions in respect of the building or a class of such persons,
- (b) specify a class of building in relation to the specified person or specified class of persons, and

- (c) provide that a tenancy –
  - (i) does not fall within this paragraph if the dwelling-house is in the specified class of building and there is a person appointed to act on the landlord's behalf in respect of the tenancy or to discharge management functions in respect of the building who is specified or is in the specified class of such persons, or
  - (ii) falls within this paragraph only if the dwelling-house is in the specified class of building and there is a person appointed to act on the landlord's behalf in respect of the tenancy or to discharge management functions in respect of the building who is specified or is in the specified class of such persons."

***Member's explanatory statement***

*This makes provision which corresponds to the new sub-paragraph (2C) but which operates in relation to the case where a tenancy of student accommodation is not an assured tenancy because the person appointed to act on behalf of the landlord or to discharge management functions in respect of the building concerned is a member of a "housing management code of practice".*

BARONESS TAYLOR OF STEVENAGE

78 Clause 33, page 49, line 40, after "(2C)(b)" insert "or (2CA)(b)"

***Member's explanatory statement***

*This is consequential on the amendment in my name inserting the new sub-paragraph (2CA).*

BARONESS TAYLOR OF STEVENAGE

79 Clause 33, page 50, line 3, after "sub-paragraph" insert "(1)(b),"

***Member's explanatory statement***

*This is consequential on the amendment in my name inserting the new sub-paragraph (1)(b).*

BARONESS TAYLOR OF STEVENAGE

80 Clause 33, page 50, line 37, leave out from "was" to "solely" in line 39 and insert "exempt"

***Member's explanatory statement***

*This is consequential on the amendment in my name inserting the new sub-paragraph (1)(b).*

BARONESS TAYLOR OF STEVENAGE

81 Clause 33, page 50, line 41, leave out from "the" in the second place it occurs to end of line 43 and insert "landlord's interest under the lease does not attract the exemption under this paragraph".

***Member's explanatory statement***

*This is consequential on paragraph (b) in the amendment in my name which inserts the new sub-paragraph (1).*

BARONESS TAYLOR OF STEVENAGE

82 Clause 33, page 51, line 3, after “(2C)” insert “or (2CA)”

***Member's explanatory statement***

*This is consequential on the amendment in my name inserting the new sub-paragraph (2CA).*

BARONESS TAYLOR OF STEVENAGE

83 Clause 33, page 51, line 9, after “(2C)” insert “or (2CA)”

***Member's explanatory statement***

*This is consequential on the amendment in my name inserting the new sub-paragraph (2CA).*

BARONESS TAYLOR OF STEVENAGE

84 Clause 33, page 51, line 16, at end insert —

- “(za) “management functions” in respect of a building includes functions relating to—
  - (i) the provision of services, or
  - (ii) the repair, maintenance, improvement or insurance of the building;”

***Member's explanatory statement***

*This is consequential on paragraph (b) in the amendment in my name which inserts the new sub-paragraph (1).*

BARONESS TAYLOR OF STEVENAGE

85 Clause 33, page 51, line 36, insert —

- “(da) a tenancy is “exempt solely by reference to a code of practice” if—
  - (i) the tenancy was granted by a body of persons who were, at the time of the grant, a specified landlord solely by reference to a code of practice, or
  - (ii) at the time of the grant, sub-paragraph (1)(b) applied to the tenancy but sub-paragraph (1)(a) did not apply to the tenancy;
- (db) a reference to the landlord’s interest under the lease not attracting the exemption under this paragraph is a reference to—

- (i) a case where the landlord is not a student landlord and there is no person appointed to act on the landlord's behalf in respect of the tenancy or to discharge management functions in respect of the relevant building; or
- (ii) a case where the landlord is not a student landlord and there is a person appointed to act on the landlord's behalf in respect of the tenancy or to discharge management functions in respect of the relevant building, but that person is not a member of a specified housing management code of practice;

and for that purpose the "relevant building" is the building which the dwelling-house comprises or in which the dwelling-house is situated;"

***Member's explanatory statement***

*This is consequential on the amendment in my name inserting the new sub-paragraph (1)(b).*

**After Clause 39**

BARONESS JONES OF MOULSECOOMB

86

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

- 87 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

- 88 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

- 89 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

- 90 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 65**

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

- 91** Clause 65, page 104, line 21, at end insert “, whose property is not managed by an agent who is a member of an independent redress scheme approved by the Secretary of State,”

***Member's explanatory statement***

*This amendment would only require a residential landlord to be a member of the landlord redress scheme if their tenant does not already have access to one by virtue of the landlord using an agent who is a member of another approved independent redress scheme to avoid duplication.*

**Clause 67**

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

- 92** 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

93 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 76**

BARONESS THORNHILL

94 Clause 76, page 115, line 13, at end insert –

- “(d) in respect of a landlord entry, details of any banning orders or rent repayment orders that have been made against the landlord.”

***Member's explanatory statement***

*This amendment would require the Private Rented Sector database to include information on any banning orders or rent repayment orders made against a landlord, improving transparency and supporting tenant decision-making.*



BARONESS THORNHILL

95 Clause 76, page 115, line 13, at end insert —

“(d) in respect of a dwelling entry, details of any notices given to any previous tenant under section 8 of the Housing Act 1988, including the grounds relied upon.”

***Member's explanatory statement***

*This amendment would require the PRS database to record the history of Section 8 eviction notices served for each dwelling, including the legal grounds used, in order to enhance tenant awareness and promote responsible landlord practices.*

BARONESS THORNHILL

96 Clause 76, page 115, line 13, at end insert —

“(d) in respect of a dwelling entry —  
 (ii) details of the rent that was payable at the commencement of the tenancy;  
 (iii) details of any increases in rent in relation to any previous tenancy.”

***Member's explanatory statement***

*This amendment would ensure that the private rented sector (PRS) database includes rent levels at the start of a tenancy and any subsequent increases. It aims to improve transparency for prospective tenants and support informed decisions in the rental market.*

**Clause 82**

BARONESS SCOTT OF BYBROOK  
 LORD JAMIESON

97 Clause 82, page 118, line 9, leave out paragraph (d)

***Member's explanatory statement***

*This amendment would limit the “relevant costs” under this section to costs associated with the Private Rented Sector Database.*

**Clause 92**

BARONESS SCOTT OF BYBROOK  
 LORD JAMIESON

98 Clause 92, page 126, line 13, at beginning insert “persistently”

***Member's explanatory statement***

*This amendment would allow a financial penalty to be imposed only for persistent breaches.*

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

- 99 Clause 92, page 126, line 14, at beginning insert “persistently”

***Member's explanatory statement***

*This amendment would allow a financial penalty to be imposed only for persistent breaches.*

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

- 100 Clause 92, page 126, line 17, leave out “£7,000” and insert “£4,000”

***Member's explanatory statement***

*This amendment reduces the maximum penalty imposed under subsection (1)(a)*

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

- 101 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.*

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

- 102 Clause 92, page 126, line 18, leave out “£40,000” and insert “£20,000”

***Member's explanatory statement***

*This amendment reduces the maximum penalty imposed under subsection (1)(b).*

**Clause 93**

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

- 103 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 99**

BARONESS KENNEDY OF CRADLEY

**104** Clause 99, page 131, line 29, at end insert –

“(4A) In section 43 (making of the rent repayment order) –

- (a) in subsection (1), omit “, beyond reasonable doubt,”
- (b) after subsection (3), insert –

“(4) Where the application for a rent repayment order relates to an offence under section 1(2), (3) or (3A) of the Protection from Eviction Act 1977, the First-tier Tribunal must be satisfied, on the balance of probabilities, that the offence has been committed.

(5) Where the application for a rent repayment order relates to any other offence to which this Chapter applies, the First-tier Tribunal must be satisfied, beyond reasonable doubt, that the offence has been committed.””

**Clause 101**

THE LORD BISHOP OF MANCHESTER

**105** 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

**106** 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

**107** 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

**108** 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.*

BARONESS GRENDER

**109★** After Clause 101, insert the following new Clause —

**“Military homes standard**

- (1) Within six months of the day on which this Act is passed, the Secretary of State must, by regulations, establish a homes standard applicable to all accommodation administered by or on behalf of the Ministry of Defence for the purposes of Service Family Accommodation and Single Living Accommodation.
- (2) The standard in subsection (1) may also be referred to as the “Military Homes Standard”.
- (3) The Military Homes Standard must exceed the decent homes standard under section 2A of the Housing Act 2004 (power to set standards for qualifying residential premises), in relation to —

- (a) the physical condition, safety, and security of the accommodation,
  - (b) the extent to which the property promotes the health and wellbeing of occupants, and
  - (c) the energy efficiency of the property.
- (4) Regulations establishing the Military Homes Standard must also set requirements including, but not limited to –
- (a) a prohibition on Category 1 and Category 2 hazards, as defined by the Housing Health and Safety Rating System, in relevant accommodation,
  - (b) an obligation to conduct annual tenant satisfaction surveys,
  - (c) clear mechanisms for redress and accountability where accommodation fails to meet the standard,
  - (d) a duty for the relevant housing provider to respond to urgent repairs within 24 hours and to non-urgent repairs within 14 days,
  - (e) regular Ministry of Defence authorised inspection and enforcement arrangements,
  - (f) a timetable requiring all relevant accommodation to achieve compliance by 2030, and
  - (g) provisions requiring all new relevant accommodation to achieve zero carbon emission status, including but not limited to mandatory solar panel installations.
- (5) It is the duty of the Secretary of State to ensure that all accommodation covered by subsection (1) complies with the Military Homes Standard.
- (6) Regulations must also provide for the enforcement powers of relevant authorities implementing or adhering to the Military Homes Standard.
- (7) The Secretary of State must ensure that authorities responsible for enforcing the Military Homes Standard have the necessary resources.”

***Member's explanatory statement***

*This amendment creates a new statutory Military Homes Standard to ensure that all accommodation administered by or on behalf of the Ministry of Defence exceeds the decent homes standard.*

**After Clause 113**

LORD CROMWELL

**110** 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 126

BARONESS TAYLOR OF STEVENAGE

- 111 Clause 126, page 156, line 26, after “subsection (3)” insert “or (3A)”

***Member's explanatory statement***

*This is consequential on the amendment in my name which would add the new subsection (3A) to this clause.*

BARONESS TAYLOR OF STEVENAGE

- 112 Clause 126, page 156, line 35, at end insert—

- “(3A) A notice need not be given in accordance with subsection (1)(c)(ii) to a person who is a residential landlord within the meaning of Part 2 (see section 64).
- (3B) If—
- (a) premises are entered in exercise of the power conferred by subsection (1), and
  - (b) notice is not given to any person because of subsection (3A),
- an officer of the local housing authority must give that person notice in writing of the exercise of that power within a reasonable period after its exercise.
- (3C) The notice must—
- (a) identify the premises that were entered,
  - (b) state when the premises were entered, and
  - (c) state the purpose for which the premises were entered.”

***Member's explanatory statement***

*This removes the requirement to give prior notice of entry under this clause to certain landlords and instead requires notice to be given after entry has taken place.*

### Clause 135

BARONESS TAYLOR OF STEVENAGE  
THE LORD BISHOP OF MANCHESTER

**113** Clause 135, page 162, leave out lines 8 to 10 and insert—

- “(5A) In relation to any qualifying residential premises within the meaning given by section 2B, notice need not be given—
- (a) to any owner;
  - (b) to any occupier who has waived the requirement to give notice.
- (5B) If—
- (a) premises are entered in exercise of the power conferred by subsection (3), and
  - (b) notice is not given to any person because of subsection (5A)(a),
- the authorised person or proper officer must give that person notice of the exercise of that power within a reasonable period after its exercise.
- (5C) The notice must—
- (a) identify the premises that were entered,
  - (b) state when the premises were entered, and
  - (c) state the purpose for which the premises were entered.”

***Member's explanatory statement***

*This removes the requirement to give prior notice of entry under section 239(5) of the Housing Act 2004 to owners of “qualifying residential premises” (see clause 101(5) of this Bill) and instead requires notice to be given after entry has taken place.*

### After Clause 136

BARONESS GRENDER  
BARONESS LISTER OF BURTERSETT

**114** 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  
THE LORD BISHOP OF MANCHESTER

**115** 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

**116** 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.*

BARONESS JONES OF MOULSECOOMB

**117** After Clause 136, insert the following new Clause –

**“Independent Living Rent Body: establishment and functions**

- (1) The Secretary of State must establish a body to be known as the Independent Living Rent Body.
- (2) The “proposed rent” referred to in section 58(2) of this Act and section 14ZB(5) of the Housing Act 1988 must be calculated with reference to rules set by the Independent Living Rent Body.
- (3) In setting rules to be applied to the calculation of a proposed rent under section 58(2) the Independent Living Rent Body will have regard to –
  - (a) property type,
  - (b) size,
  - (c) condition,
  - (d) location,
  - (e) local incomes, and
  - (f) such other criteria as the Independent Rent Body sees fit.”

***Member's explanatory statement***

*This amendment seeks to create a new independent body to assess the appropriate level of rent controls for different areas of the country according to the certain criteria.*

BARONESS SCOTT OF BYBROOK  
LORD JAMIESON

**118** After Clause 136, insert the following new Clause –

**“Report of the impact of this Act on the housing market**

- (1) The Secretary of State must publish an annual report outlining the impact of the provisions of this Act on the housing market in England, Wales and Scotland.
- (2) A report made under this section must include the impact of this Act on –
  - (a) the availability of homes in the private rental sector,
  - (b) rents charged under tenancies,
  - (c) house prices, and
  - (d) requests for social housing.
- (3) A report made under this section must be laid before Parliament.”

***Member's explanatory statement***

*This amendment would require a report of the impact of the Act on the housing market, particularly in relation to availability of rented homes, rents charged, house prices and requests for social housing.*

**Clause 140**

BARONESS GRENDER

**119★** Clause 140, page 164, line 32, after “91(2)” insert “, (Military homes standard)”

***Member's explanatory statement***

*This amendment relates to the proposed new clause entitled “Military homes standard” in another amendment in the name of Baroness Grender.*

**Clause 145**

LORD KEEN OF ELIE

**120★** Clause 145, page 168, line 14, leave out “subsections (2) to (6)” and insert “subsection (2)”

***Member's explanatory statement***

*This amendment, and another in the name of Lord Keen of Elie, provides that, before the Act comes into force, the Secretary of State must certify that landlords' possession actions in respect of residential property are disposed of by the courts in at least as short a time as in the year prior to the first lockdown.*

LORD KEEN OF ELIE

**121★** Clause 145, page 168, line 16, leave out subsections (2) to (6) and insert —

“(2) None of the provisions of this Act, other than subsection (1) and this subsection, come into force until the Secretary of State certifies that the average time for the court’s disposal of landlords’ possession actions in respect of residential property is as timely as in the year ending 23 March 2020.”

***Member's explanatory statement***

*This amendment, and another in the name of Lord Keen of Elie, provides that, before the Act comes into force, the Secretary of State must certify that landlords’ possession actions in respect of residential property are disposed of by the courts in at least as short a time as in the year prior to the first lockdown.*

LORD CARRINGTON  
LORD HACKING

**122** 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 6**

BARONESS TAYLOR OF STEVENAGE

**123** Schedule 6, page 244, line 32, after “13” insert “(1)”

***Member's explanatory statement***

*This is consequential on the amendment in my name which inserts new sub-paragraphs (2) to (6) into paragraph 13 of Schedule 6.*

BARONESS TAYLOR OF STEVENAGE

**124** Schedule 6, page 245, line 21, leave out “(e)” and insert “(f)”

***Member's explanatory statement***

*This corrects a cross-reference.*

## BARONESS TAYLOR OF STEVENAGE

125 Schedule 6, page 245, line 31, at end insert –

- “(2) In relation to an existing tenancy which is a qualifying student tenancy, ground 4A in Schedule 2 to the 1988 Act has effect –
  - (a) subject to the modifications in sub-paragraph (1) of this paragraph, and
  - (b) additionally as if, in the first paragraph of ground 4A, paragraphs (a) and (e) were omitted.
- (3) For the purposes of this paragraph, an existing tenancy is a “qualifying student tenancy” if any of the following is a member of a specified housing management code of practice –
  - (a) the landlord;
  - (b) a person appointed to act on the landlord’s behalf in respect of the tenancy;
  - (c) a person appointed to discharge management functions in respect of the building which comprises the dwelling-house or in which the dwelling-house is situated.
- (4) In sub-paragraph (3) –
  - “housing management code of practice” means a code of practice approved by the Secretary of State under section 233 of the Housing Act 2004 (codes relating to the management of HMOs or excepted accommodation);
  - “management functions” in respect of a building includes functions relating to –
    - (a) the provision of services, or
    - (b) the repair, maintenance, improvement or insurance of the building;
  - “specified” means specified in regulations made by the Secretary of State.”

***Member’s explanatory statement***

*This ensures that ground 4A in Schedule 2 to the 1988 Act (inserted by paragraph 10 of Schedule 1 to this Bill) is available in relation to certain existing tenancies of purpose built student accommodation.*



# Renters' Rights Bill

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MARSHALLED  
LIST OF AMENDMENTS  
TO BE MOVED  
ON REPORT

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*27 June 2025*

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