

Renters' Rights Bill

COMMONS DISAGREEMENT, REASONS AND AMENDMENTS IN LIEU

[The page and line references are to HL Bill 60, the Bill as first printed for the Lords]

Clause 12

LORDS AMENDMENT 11

11 Clause 12, page 21, line 14, at end insert –

“16CA Pet damage deposit

- (1) It is an implied term of every assured tenancy to which section 16A applies that if, at the time of consenting to the tenant keeping a pet, the landlord informs the tenant in writing that the payment of an additional pet damage deposit by the tenant is a condition of the consent, then the tenant must comply with that condition.
- (2) The additional pet damage deposit under subsection (1) –
 - (a) can be used to make good pet damage,
 - (b) must be of equivalent value to three weeks of rent,
 - (c) cannot be subject to the limits for deposits in tenancy agreements, and
 - (d) is subject to the rules governing deposits in tenancy agreements, for purposes of monies handled.”

COMMONS REASON

The Commons disagree to Lords Amendment 11 for the following Reason –

11A *Because the usual tenant’s deposit can cover pet damage, so a specific additional deposit is unnecessary.*

Clause 14**LORDS AMENDMENT 14**

- 14** Clause 14, page 22, line 3, leave out “16C” and insert “16CA”

COMMONS DISAGREEMENT AND AMENDMENT IN LIEU

The Commons disagree to Lords Amendment 14, but propose the following Amendment to the Bill in lieu of that Amendment –

- 14A** Clause 14, page 22, line 3, leave out “16C” and insert “16B”

Clause 15**LORDS AMENDMENT 18**

- 18** Clause 15, page 25, line 6, 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.”

COMMONS REASON

The Commons disagree to Lords Amendment 18 for the following Reason –

- 18A** *Because it is not appropriate for the restricted period (when re-letting is not permitted) to be reduced below 12 months.*

Clause 15**LORDS AMENDMENT 19**

- 19** Clause 15, page 26, line 11, 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.”

COMMONS REASON

The Commons disagree to Lords Amendment 19 for the following Reason –

- 19A** *Because it is not appropriate for new sections 16E and 16F to be disapplied in relation to shared ownership leaseholders.*

Clause 42

LORDS AMENDMENT 26

- 26** Clause 42, page 56, line 4, leave out “on the balance of probabilities” and insert “beyond reasonable doubt”

COMMONS REASON

The Commons disagree to Lords Amendment 26 for the following Reason –

- 26A** *Because the criminal standard of proof is not practical for the imposition of a financial penalty under clause 42.*

Clause 59

LORDS AMENDMENT 27

- 27** Clause 59, page 88, line 33, leave out “on the balance of probabilities” and insert “beyond reasonable doubt”

COMMONS REASON

The Commons disagree to Lords Amendment 27 for the following Reason –

- 27A** *Because the criminal standard of proof is not practical for the imposition of a financial penalty under clause 59.*

Clause 101

LORDS AMENDMENT 39

- 39** Clause 101, page 129, line 4, at end insert –
 “(iii) that is provided by the Ministry of Defence for use as service family accommodation.”

COMMONS REASON

The Commons disagree to Lords Amendment 39 for the following Reason –

- 39A** *Because it involves charges on public funds, and the Commons do not offer any further Reason, trusting that this Reason may be deemed sufficient.*

Schedule 1**LORDS AMENDMENT 53**

- 53** Schedule 1, page 172, leave out line 13

COMMONS REASON

The Commons disagree to Lords Amendment 53 for the following Reason –

- 53A** *Because there is insufficient justification to extend ground 4A beyond student house-shares.*

LORDS AMENDMENTS 55 TO 62

- 55** Schedule 1, page 173, line 30, after “a” insert “seasonal or permanent employee, worker or self-employed”
- 56** Schedule 1, page 173, line 30, leave out “employed” and insert “working for a minimum of 35 hours per week for a business operated”
- 57** Schedule 1, page 173, line 32, leave out “as a seasonal or permanent employee”
- 58** Schedule 1, page 174, line 14, after “tenant’s” insert “work or”
- 59** Schedule 1, page 174, line 22, after “that” insert “work or”
- 60** Schedule 1, page 174, line 24, after “their” insert “work or”
- 61** Schedule 1, page 174, line 27, after “future” insert “worker, self-employed person or”
- 62** Schedule 1, page 174, line 29, after “tenancy” insert “or the person with whom the contract for work was entered into”

COMMONS DISAGREEMENT AND AMENDMENT IN LIEU

The Commons disagree to Lords Amendments 55 to 62, but propose the following Amendment to the Bill in lieu of that Amendment –

- 62A** Schedule 1, page 173, leave out lines 29 to 35 and insert –
“The landlord seeking possession requires the dwelling-house for the purpose of housing a qualifying agricultural worker.

For the purposes of this ground a person is a “qualifying agricultural worker” in case A or B.

Case A is where —

- (a) the person will be employed in agriculture as a seasonal or permanent employee under a contract of employment, and
- (b) the employer under that contract is —
 - (a) the landlord, or
 - (b) in the case of joint landlords seeking possession, at least one of those landlords.

Case B is where —

- (a) the person will be —
 - (i) employed in agriculture under a contract of employment, but the employer under that contract is not the landlord or, in the case of joint landlords, any of those landlords, or
 - (ii) working in agriculture under a contract that is not a contract of employment, whether the contract is express or implied and (if express) whether oral or in writing,
- (b) the person will be employed or working in agriculture under that contract wholly or mainly for —
 - (i) the landlord, or
 - (ii) in the case of joint landlords seeking possession, at least one of the landlords, and
- (c) the relevant landlord intends that employment or work to continue for at least six months after the relevant date;

and here “relevant landlord” means the landlord, or whichever of the joint landlords, the person will be wholly or mainly working for.

In this ground —

“agriculture” has the same meaning as in the Rent (Agriculture) Act 1976 (see section 1 of that Act);

“contract of employment” has the meaning given by section 230(2) of the Employment Rights Act 1996.”

LORDS AMENDMENT 64

64 Schedule 1, page 187, line 4, 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.””

COMMONS REASON

The Commons disagree to Lords Amendment 64 for the following Reason –

- 64A** *Because there is insufficient justification for enabling possession to be sought to accommodate carers.*

Schedule 2

LORDS AMENDMENT 67

- 67** Schedule 2, page 194, line 11, leave out “16C” and insert “16CA”

COMMONS DISAGREEMENT AND AMENDMENT IN LIEU

The Commons disagree to Lords Amendments 67 but propose the following Amendment to the Bill in lieu of that Amendment –

- 67A** Schedule 2, page 194, line 11, leave out “16C” and insert “16B”

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