

# Renters' Rights Bill

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## MARSHALLED LIST OF MOTIONS AND AMENDMENTS

### TO BE MOVED ON CONSIDERATION OF COMMONS REASONS AND AMENDMENTS

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

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## MOTION A

### LORDS AMENDMENT 11

#### Clause 12

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

**“16CA Pet damage deposit**

- 5 (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.
- 10 (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.*

**A** Baroness Taylor of Stevenage to move, That this House do not insist on its Amendment 11, to which the Commons have disagreed for their Reason 11A.

**A1** Lord de Clifford to move, as an amendment to Motion A, at end insert “, and do propose Amendment 11B in lieu –

**11B** Clause 11, page 19, line 28, at end insert –

**“16D 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 a minimum of one weeks of rent and a maximum of three weeks of rent, depending on the nature of the pet, at the landlord's discretion acting reasonably,
  - (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.”

## MOTION B

### LORDS AMENDMENT 14

#### Clause 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”

**B** Baroness Taylor of Stevenage to move, That this House do not insist on its Amendment 14 and do agree with the Commons in their Amendment 14A in lieu.

## MOTION C

### LORDS AMENDMENT 18

#### Clause 15

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.*

**C Baroness Taylor of Stevenage to move, That this House do not insist on its Amendment 18, to which the Commons have disagreed for their Reason 18A.**

**C1 Lord Cromwell to move, as an amendment to Motion C, leave out from “House” to end and insert “do insist on its Amendment 18”.**

## MOTION D

### 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.*
- D** **Baroness Taylor of Stevenage to move, That this House do not insist on its Amendment 19, to which the Commons have disagreed for their Reason 19A.**
- D1★** **Lord Young of Cookham to move, as an amendment to Motion D, at end insert, “and do propose Amendments 19B to 19D in lieu –**
- 19B** Clause 15, page 25, line 10, at end insert –
- “(3) Subsection (4) applies where the relevant person relies on Ground 1A and –
- (a) before the assured tenancy was entered into, a relevant person had given the tenant under the assured tenancy (“T”) a written statement that the landlord under that tenancy (“L”) is a shared owner of the dwelling-house and that section 16E(2) or (3) might not apply to a subsequent letting, or grant of a licence, of the dwelling-house (because of this subsection and subsection (4)),
  - (b) when the assured tenancy was entered into, L was a shared owner of the dwelling-house, and
  - (c) before the date specified in the notice as mentioned in section 8(3)(b), a relevant person had given the landlord under the shared ownership lease of the dwelling-house a written statement that L intends to assign L’s interest under that shared ownership lease.
- (4) Section 16E(2) or (3) does not prohibit a relevant person from carrying out a controlled activity if –
- (a) before the relevant person carries out that activity –
    - (i) the dwelling-house has been valued by a member of the Royal Institution of Chartered Surveyors in connection with the assignment of L’s interest under the shared ownership lease, or
    - (ii) L has advertised, or made an arrangement under which another person has advertised, that the dwelling-house is or may be available for acquisition by way of the assignment of L’s interest under the shared ownership lease, and
  - (b) when the relevant person carries out that activity, L is a shared owner of the dwelling-house.
- (5) In subsections (3) and (4) –
- “controlled activity” means an activity that would (if subsection (4) did not apply) be prohibited by section 16E(2) or (3);
- “shared owner”, in relation to a dwelling-house, means a person –
- (a) who is the tenant of the dwelling-house under a shared ownership lease, and
  - (b) whose share in the premises demised by the lease is less than 100%;

and for this purpose, the tenant's share in the premises demised is the tenant's initial share in those premises, plus any additional share or shares in those premises which the tenant has acquired;

"shared ownership lease" means a lease —

- (a) granted on payment of a premium calculated by reference to a percentage of the value of the premises demised by the lease or of the cost of providing them, or
- (b) under which the tenant (or the tenant's personal representatives) will or may be entitled to a sum calculated by reference, directly or indirectly, to the value of those premises."

**19C** Clause 15, page 26, line 11, at end insert —

"(2) The Secretary of State may, by regulations, repeal section 16F(3) to (5) of the 1988 Act."

**19D** Clause 140, page 159, line 16, after "3(7)," insert "15(2),"

## MOTION E

### LORDS AMENDMENT 26

#### Clause 42

**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.*

**E** **Baroness Taylor of Stevenage to move, That this House do not insist on its Amendment 26, to which the Commons have disagreed for their Reason 26A.**

## MOTION F

## LORDS AMENDMENT 27

## Clause 59

- 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.*

- F** **Baroness Taylor of Stevenage to move, That this House do not insist on its Amendment 27, to which the Commons have disagreed for their Reason 27A.**

## MOTION G

## LORDS AMENDMENT 39

## Clause 101

- 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.*

- G** **Baroness Taylor of Stevenage to move, That this House do not insist on its Amendment 39, to which the Commons have disagreed for their Reason 39A, and do propose Amendments 39B and 39C in lieu –**

- 39B** After Clause 101, insert the following new Clause –

**“The standard of MOD accommodation**

- (1) The Secretary of State must prepare and publish in relation to each year a report on –

- (a) the extent to which service family accommodation in England meets the relevant standards during that year, and
    - (b) the work to maintain and improve the standard of service family accommodation in England that is undertaken during that year and planned for subsequent years.
  - (2) The Secretary of State —
    - (a) may make the required assessment, or
    - (b) may arrange for an independent person to make the required assessment, in relation to any year.
  - (3) If the Secretary of State makes the required assessment in relation to a year, the Secretary of State must —
    - (a) arrange for an independent person to evaluate the assessment, and
    - (b) include that evaluation in the annual report relating to that year.
  - (4) The Secretary of State must lay each annual report before Parliament.
  - (5) The required assessment for a particular year may be made by reference to what is, in the view of the person carrying out the assessment, a representative sample of service family accommodation.
  - (6) The duty imposed by subsection (1) may be complied with by the preparation and publication of a report which relates to service family accommodation in England and elsewhere in the United Kingdom.
  - (7) For the purposes of this section, service family accommodation meets the relevant standards if the accommodation would be a decent home when assessed in accordance with the 2006 decent homes standard.
  - (8) The Secretary of State may, by regulations, amend this section so as to make provision about what it means for service family accommodation to meet the relevant standards (which may include provision that operates by reference to other subordinate legislation).
  - (9) But that power is not exercisable unless and until, in the Secretary of State's view, it has ceased to be appropriate for the 2006 decent homes standard to be used for the purposes of the required assessment (having regard, in particular, to whether, or how, that standard continues to be used for other assessments of the standard of living accommodation).
  - (10) In this section —
    - “2006 decent homes standard” means the document called “A Decent Home: Definition and guidance for implementation” that was published by the Department for Communities and Local Government on 7 June 2006;
    - “annual report” means a report prepared in accordance with subsection (1);
    - “independent” means appearing to the Secretary of State to be independent of —
      - (a) the Secretary of State,
      - (b) other Ministers of the Crown,
      - (c) government departments, and

- (d) persons who provide, manage or maintain service family accommodation;

“required assessment” means an assessment of the extent to which service family accommodation meets the relevant standards during a year;

“service family accommodation” means any building or part of a building which is provided for the use of service families as living accommodation (whether or not it is provided by the Secretary of State); and for this purpose a “service family” is –

- (a) a person subject to service law and members of the person’s family, or
- (b) a civilian subject to service discipline and members of the civilian’s family;

and expressions used in this definition have the same meanings as they have in the Armed Forces Act 2006;

“year” means –

- (a) 1 April 2026 to 31 March 2027, and
- (b) each subsequent period of one year beginning with 1 April.”

**39C** Clause 140, page 159, line 17, leave out “or 91(2)” and insert “, 91(2) or (*The standard of MOD accommodation*)”

**G1** **Baroness Grender to move, as an amendment to Motion G, leave out “Amendments 39B and 39C” and insert “Amendment 39D” –**

**39D** After Clause 101, insert the following new Clause –

**“Annual report: decent homes standard and Ministry of Defence accommodation in England**

- (1) Within twelve months of the day on which this Act is passed, and annually thereafter, the Secretary of State must publish a report assessing the application of the decent homes standard to service family accommodation provided by the Ministry of Defence in England.
- (2) The annual report under subsection (1) must include –
  - (a) an assessment of whether the decent homes standard has been met in service family accommodation in the reporting period, and
  - (b) recommended actions to be taken in respect of service family accommodation that falls below the decent homes standard, including –
    - (i) the authorities responsible for implementing the actions,
    - (ii) proposed timelines and milestones for improvements, and
    - (iii) arrangements for monitoring and reporting on progress.
- (3) For the purposes of this section, “service family accommodation” means accommodation in England provided by the Ministry of Defence to eligible armed forces personnel and their families for rent.”



## MOTION H

### LORDS AMENDMENT 53

#### Schedule 1

**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.*

**H** **Baroness Taylor of Stevenage to move, That this House do not insist on its Amendment 53, to which the Commons have disagreed for their Reason 53A.**

**H1** **Baroness Scott of Bybrook to move, as an amendment to Motion H, leave out from “House” to end and insert “do insist on its Amendment 53”.**

## MOTION J

### 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.”

**J** Baroness Taylor of Stevenage to move, That this House do not insist on its Amendments 55 to 62 and do agree with the Commons in their Amendment 62A in lieu of Lords Amendments 55, 56, 57, 58, 59, 60, 61 and 62.

## MOTION K

### 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 –

5 *“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
- 10 (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.

15 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.*

**K** Baroness Taylor of Stevenage to move, That this House do not insist on its Amendment 64, to which the Commons have disagreed for their Reason 64A.

**K1** Lord de Clifford to move, as an amendment to Motion K, at end insert “, and do propose Amendment 64B in lieu –

**64B** 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) the landlord’s child or a child for whom the landlord is the primary guardian,

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

The landlord is responsible for producing evidence to demonstrate that a full-time carer is required for the person specified in paragraphs (a) to (c) above. 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 –

- (a) specify the nature of the evidence to be produced by the landlord above, and
- (b) amend the definition of carer.””””

## MOTION L

### LORDS AMENDMENT 67

#### Schedule 2

**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”

**L** **Baroness Taylor of Stevenage to move, That this House do not insist on its Amendment 67 and do agree with the Commons in their Amendment 67A in lieu.**



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