



accommodation
for students

Student lettings *post* Renters' Rights



Intro

I have written this guide to offer some practical guidance for landlords and letting agents operating in the student accommodation market in England, following the introduction of the Renter's Rights Act (RRA).

The aim of the guide is to help navigate the challenges RRA poses for student accommodation. I have written it based on the discussions I have had with landlords, letting agents and sector experts, as well as drawing on the insight gained from my role at Accommodation for Students.



Renters' Rights & a 'two tier' sector

This is not a history of the Renters' Rights Act, nor is it intended to be a critique of it – there are plenty of places you can find that type of content! If you do want to read a quick overview of the Act and what it means for student accommodation, you can read Steve Lumley's overview [here](#).

This guide is aimed at landlords and letting agents because Purpose Built Student Accommodation will not be affected by the Act quite as much (provided they are part of a recognised national code).

In some ways this will result in a 'two-tier' student accommodation sector, with university and private halls able to continue as before, while landlords and letting agents adapt to the new rules.

What are the challenges?

It is my view that the Act will impact on student landlords and letting agents more than anyone else.

There has been a well-established student letting cycle for shared student housing.

Properties would be marketed in October, November and January for occupation the following August or September.

There was healthy demand from students looking to commit to properties early in the cycle, keen to secure the best available place to live. Fixed term tenancies were granted and groups of students would often sign joint contracts. This created a replicable cycle of demand – both students and landlords knew where they stood.

The cycle is broken

Renters' Rights breaks this cycle by allowing tenants to serve two months' notice to leave at any time. It also introduces periodic tenancies, with landlords of smaller (2 bed and under) student properties not guaranteed to get their properties back to welcome the following year's student intake.

A new ground for possession, 4a, has been introduced, however that option is only available to HMO's and arrives with the restriction that tenancies can't be signed more than 6 months in advance.

Rent can only be taken in monthly instalments. This will end the practise of landlords taking rent in advance where students can't provide a UK Guarantor. Finally, the ability to serve two months' notice to leave exposes a weakness in joint tenancy agreements. One tenant serving notice will end the tenancy for all tenants.

I would expect that most landlords and agents with experience of the student lettings market will already be familiar with these challenges. The key question is, how to minimise the impact on your student letting business?

The solutions



NUMBER 1

Invest in your properties

The higher quality your offering is the more likely you to attract and retain student tenants. Maintenance issues should be dealt with quickly, as ongoing issues may result in students simply serving notice and moving on.

Hopefully this sounds obvious and many experienced student landlords are used to meeting the ever-rising expectations of the modern student. However some are not, I still have conversations with landlords who fail to appreciate the standards expected in an increasing competitive market.

NUMBER 2

Start your tenancies earlier

In 2025 the majority of student houses advertised on Accommodation for Students had a tenancy start date in either August or September. September alone accounted for 44% of all tenancy start dates.

I think there is a logic in bringing forward tenancy start dates to early July or even mid June. It is the best way to mitigate against the risk of tenants serving notice to coincide with end of exams, which I see as one of the main risks landlords will face.

In a tenancy cycle that runs from September to August, tenants serving notice to leave in early May exposes you to the risk of a void period of 3 months. However, in a cycle that runs from July through to June you are exposed to only one month, plus you have the benefit of the rent received from the earlier start dates.

There will be circumstances where students have to leave early due to a change in personal circumstances. Such changes can't really be predicted by either party. However, students reaching the end of exams and deciding to go home a bit earlier can be.

NUMBER 3

Strategically manage rent

I am confident that one outcome of the Renters' Rights Act is that rents will increase. I am also keen to help avoid landlords leaving the market, because this will lead to even greater rent rises where demand outstrips supply (as it did in the immediate post-covid era)

As a result, I am encouraging landlords and letting agents to strategically manage rent. It makes sense to 'price in' the additional risk that now exists and if done sensibly it will work for all parties.

By this, I mean it protects the financial position of landlords and encourages them to remain in the sector. Securing a healthy supply of student housing will ensure accommodation remains affordable as possible for students.

The team at Accommodation for Students can help here as we have comprehensive data on rents in every student city in the UK. You can use this data to help understand where your current rent sits in relation to the rest of the market and what opportunities to ensure you price correctly.

You can access our latest data [here](#) or email support@accommodationforstudents.com to request this information

Use individual tenancy agreements

I would suggest that you avoid joint tenancies where possible. Individual contracts would make much more sense. You could include joint liability for common areas where required.

It has always been the case that one tenant can serve notice to end a joint tenancy, however fixed contracts made this irrelevant for student tenancies. The ability of students to serve 2 months notice is, I think, a game changer.

If one student serves notice that will end the tenancy for all students. This will result in an administrative headache and potentially as situation where all students need to leave or where they continue without a tenancy agreement.

If you operate on individual contracts that is not an issue and you isolate the potential void to one room. You will also have more flexibility on filling that room.

Ground 4a v Open Ended tenancies

It is difficult to state a case for open ended tenancies when letting to students. You will really need the certainty that you can let the property the following year.

A definition of Ground 4a is useful here:

A mandatory possession ground under the Renters' Rights Act for student House in Multiple Occupation (HMO) lettings in England.

Then to highlight two important aspects

- > To use Ground 4a a tenancy can't be signed more than 6 months in advance
- > You can gain occupation of the property between June & September

The definition highlights an immediate issue in that it only applies to HMO lettings, so crudely speaking if you are not letting to 3 or more people you can't use it.

If you are able to use 4a then I would suggest that you do so. You will then need to decide how to handle the '6 month window'.

There are two options:

OPTION 1

Delay marketing your properties. The use of 4a in most student cities will require you to go to market later than previous years. It is my view that this will become quite common and the student letting cycle will be extended into the early new year.

I can't see any particular issues with this approach. The main benefit of it is that first year students are more likely to have formed stronger groups by the new year and you are less likely to have a situation where a group signs a tenancy but then 'fall out'.

OPTION 2

Continue to market your properties in the Autumn but delay signing tenancy agreements until 6 months prior to move in. This delay could be arranged informally with prospective tenants or via some form of pre-let agreement in which the tenant paid a small holding deposit which you mutually agreed could be held longer than the statutory maximum.

The key benefit of this approach is that you would continue to market your properties early in the cycle. This would continue to suite 2nd year plus students, who were secure in their groups and who wished to secure accommodation as early as possible.

If you are interested in option 2 you can access an example pre-let agreement by emailing support@accommodationforstudents.com

Use a professional guarantor company

Where a student is unable to provide a valid Guarantor, you are no longer able to ask for rent in advance to mitigate the risk.

In this case you can refer the student to **Housing Hand**, who are a guarantor company. The student pays Housing Hand to act as their guarantor and Housing Hand insure that risk, so that you can be confident of recovering any lost rent in the unlikely event of a default.

Use a licence agreement

I have put together the tactical suggestions above to help smooth your path to success under the new rules.

One, more strategic option to consider is to use a licence agreement rather than an assured tenancy.

Crudely speaking, if you use a licence agreement the Renters' Rights Act does not apply and you can, for example, operate on fixed term tenancies, similar to the way in which Purpose Built Student Accommodation will be.

To operate using a licence agreement you will need to meet certain criteria and you can find out more in this comprehensive **webinar** presented by Ryan Heaven. If this is a route you chose to follow I would recommend that you get specialist advice.

Summary

The Renters' Rights act will present ongoing challenges for landlords and letting agents, while the impact on PBSA will be in the short term.

There are a number of ways to mitigate these challenges and I have tried to summarise these above. If you would like to discuss these in more detail with me or need any further help email me at nick@accommodationforstudents.com

