

GREATER
MANCHESTER
**GOOD LANDLORD
CHARTER**

LANDLORD DEVELOPMENT TRAINING

**MODULE 4: THE START AND END
OF A TENANCY**





HOW TO USE THIS BOOKLET

This booklet is to support you in your learning as you study the Greater Manchester Good Landlord Charter Landlord Development Course.

You can read this booklet, which provides the full content of the module. You can also [watch the presentation online](#).

Once you have watched the presentation and read the booklet, take the end-of-module quiz before you progress to the next module.

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4.1 The basics of setting up a tenancy from 1 May 2026, under the Renters' Rights Act



The tenancy agreement

Under the Renters' Rights Act, all tenancy agreements must now be in writing. They must include the prescribed terms and content.



Assured Periodic Tenancies

All tenancies are now Assured Periodic Tenancies (rolling tenancies) by default.



No discrimination

Landlords cannot exclude prospective tenants on the basis that they have children, or are in receipt of benefits.



Right to request a pet

All landlords must now consider tenants' requests for a pet.



Deposit protection

All deposits must still be protected under one of the three government-approved schemes.

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4.2 New tenancy agreements from 1 May 2026.

The tenancy agreement is a contract between the landlord and the tenant, and it sets out the terms and conditions of the tenant's stay in your property.

From 1st May 2026, all tenancies must be in writing and include the newly prescribed terms and content.

All tenancies are now Assured Periodic Agreements. These are 'rolling tenancies' which do not have a set end date but roll from month to month.

You must provide your tenants with prescribed information. The government has set this out in guidance [here](#). This is the minimum that the agreement should cover, and you may wish to include further points that are relevant to your property, as long as they comply with the law.

Section 21 notices can no longer be served to end a tenancy. You will need to give your tenant a Section 8 notice of seeking possession, which will need to include the grounds you're using to end the tenancy. It is advisable to seek legal advice before doing this.

Any tenancies that were in place before 1 May 2026 automatically became Assured Periodic Tenancies. If you were letting out properties before this date, you will have provided your tenants with the government's information sheet about the changes.



If you do not provide the required information on Assured Periodic Tenancies to your tenants, you could be fined up to £7000.



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4.3 New regulations regarding discrimination.

The Renters' Rights Act 2025 includes provisions previously only included within Equality and Equal Opportunities Legislation.

Specifically, the Act prohibits landlords and/or letting agents from discriminating against any applicants on the basis of being on benefits and/or because they have children.

The government has moved to create as level a 'playing field' as possible for individuals or families looking for rented properties, and requires all applications to be considered in a fair and equitable manner.

The onus will be on private landlords and letting agents to prove they have acted fairly to all applicants both directly (not advertising or indicating "no applicants from benefits"), or indirectly by creating unfair barriers to such applicants.

However, affordability of the proposed rent is still able to be fully explored to ensure the risk of rent arrears is avoided. In addition, in relation to children of applicants, the property will need to be suitable for families (e.g. number of required bedrooms).

NOTE!

The Good Landlord Charter's EDI training will help you to recognise and avoid discriminatory behaviour.

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4.4 Right to request a pet

Another new requirement under the Renters' Rights Act is to give tenants the right to formally request a pet.

The procedure for this request should be set out in any new Assured Periodic Agreement created on or after 1st May 2026, but the provision also applies to all existing private tenancy agreements created before 1st May 2026.

Landlords will have 28 days to formally respond to any such request and any such application cannot be unreasonably refused.

Reasonable grounds for refusal of any such request currently include the following, where circumstances can be proven:

-  An existing leasehold agreement, such as for apartments within a block, which prohibits residents having pets such as cats and dogs.
-  Other tenants object to the request, for example in shared accommodation within an HMO with common areas.
-  The property is deemed unsuitable for a pet of the type that is requested, e.g. no garden or patio area immediately adjacent.
-  The proposed pet is clearly one listed under the existing dangerous dogs and animals legislation.

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4.5 General Data Protection Regulation (GDPR)

Your responsibilities as a landlord will likely mean that you collect private data from your tenants in order to fulfil your legal duties. You will collect data such as a tenant's name, email address, work or personal references, and bank account details. You will also most likely be collecting highly personal documents such as passports. The data you collect may also be shared with third parties - for referencing, for example - which assists in the decision-making process in selecting the best tenant in terms of their ability to pay the rent and take care of the property.

Under the General Data Protection Regulation, which came in to effect on 25th May 2018, any data collected that can identify a person must be securely stored and easily accessed by the tenant to view, update or remove. This regulation promotes transparency so that the tenant is aware of why they are being asked to provide data, what it is used for, who it is shared with, how long it is kept and how they can access it.

The Information Commissioner's Office (ICO) uphold this regulation and issue annual licences to those registered. If you have not already registered with the ICO, you can [visit the online ICO Self-Assessment](#) to complete their questionnaire. You will then be informed that either you need to apply for a licence or that you do not need to register. If you do not need to register, ensure that you print off or file a copy of the email confirmation regarding this in the event of any future queries.

For existing and new tenants, ensure you have provided them with a Privacy Notice which fully details your policy. Visit the ICO for a list of information that you should include in your policy. Alternatively, template privacy notices are available from landlord associations. Ensure you are using a tenancy agreement which includes a clause on data protection.

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4.6 Right to Rent checks

Landlords are responsible for ensuring that all tenants over the age of 18 have the Right to Rent in the UK before agreeing any tenancy agreement.

Landlords who do not comply can face a criminal penalty of up to 5 years in prison or an unlimited fine.

Criminal prosecution will only be used in cases involving repeat offenders intentionally breaking the law. However, civil penalties will still apply in all cases and the below example shows how the fines may be applied in a property with four occupants where Right to Rent checks were not completed:

- Occupant one - fine of £1,000
- Occupant two - fine of £3,000
- Occupant three - fine of £3,000
- Occupant four - fine of £3,000
- Total fine - £10,000

The Government have published guidance on how to complete Right to Rent checks which can be found [here](#).

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4.7 Inventories

Having an Inventory and Condition Report (sometimes called an Inventory and Statement of Condition Report) is essential, whether the property is let furnished or unfurnished.

Some tips to bear in mind when carrying out an inventory are:

- ✓ Accompany the report with timed and date-stamped photos.
- ✓ Carry out the inventory when the property is ready for the tenancy, and before the tenants move in.
- ✓ Print off two copies, for both parties to sign and date. One copy is for you and one for the tenant.
- ✓ Make a detailed list of all belongings and furniture provided with the property.
- ✓ Record the conditions of walls, windows, doors and carpets.
- ✓ Record meter readings.
- ✓ Photograph all keys and door fobs.

Compiling an Inventory and Condition Report is a long and detailed job. Many landlords use a professional inventory and schedule of condition clerk to undertake this work. A professional third-party report is also viewed preferentially by a judge should any possession claim proceed to a court hearing.

Remember that if there is a dispute over the condition of the property and this goes to court or a deposit scheme adjudicator, it will generally be for the landlord to prove the claim.

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4.8 Tenancy deposit protection

Landlords often feel that holding a deposit means a tenant is less likely to abandon a property and instead terminate the tenancy correctly.

A deposit can act as an incentive to ensure that the property is properly cleaned and cleared of all rubbish and personal belongings at the end of the tenancy. It can also be used to offset any rent arrears at the end of the tenancy.

The Tenancy Deposit Protection Scheme came into force in April 2007 and affects any landlord who issues a tenancy and takes a deposit from a tenant.

To comply with the scheme's rules landlords must:

- Protect any deposit taken within 30 days
- Inform the tenant of which service is being used
- Provide the Prescribed Information and Deposit Registration Certificate or Letter as specified by each Government Approved Deposit Protection Scheme to all tenants and guarantors

There are three government approved tenancy deposit schemes:

1. **The Dispute Service**
2. **My Deposits**
3. **The Deposit Protection Service**

Note: The Dispute Service (TDS) has the contract to deliver the Good Landlord Charter and employs the Implementation Unit.

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4.9 Rents

Under the Renters' Rights Act, there are rules about what you can do, and when, in relation to setting and collecting rent.

Before you and your tenant sign the tenancy agreement:

You must not accept, ask for, or encourage your prospective tenant to pay rent before you both sign the tenancy agreement.

You or your letting agent will be able to ask the tenant for the following deposits:

- a holding deposit (this can be up to one week's rent), to reserve the property while you carry out checks
- a tenancy or security deposit before the tenancy agreement is signed

The maximum tenancy or security deposit you will be able to ask for is:

- up to 5 weeks' rent if the rent for the year is less than £50,000
- up to 6 weeks' rent if the rent for the year is £50,000 or more

Remember you must keep your tenant's deposit safe using a government-approved [tenancy deposit protection scheme](#).

During the 'pre tenancy' period (after the agreement is signed and before the tenant moves in):

If your tenant will be paying their rent monthly, you will be able to ask them to pay their first month's rent at any time during the 'pre-tenancy' period.

If your tenant will be paying their rent weekly, you will be able to ask them to pay rent up to the first 28 days of the tenancy.

When the tenancy starts:

Your tenant should pay rent on the day that is in the tenancy agreement. This could be weekly or monthly. You will not be able to include any terms in the tenancy agreement asking the tenant to pay rent in advance. Once the tenancy has started, your tenant can choose (entirely at their discretion) to pay any amount of rent early.

Setting the rent for a new tenancy:

It is illegal for a private landlord to accept a higher rent from an applicant once an initial rent amount has been set and published.

Rent review:

You will only be able to increase the rent once a year. You will therefore not be able to increase the rent in the first year of the tenancy.

You should first discuss any rent increase with your tenant to make sure it's suitable for both parties. You will need to complete Government Form 4A: Landlord's notice proposing a new rent. The form includes guidance on how to use it to tell your tenant you're increasing the rent. The form can be found [here](#).

You will need to give notice to your tenant by giving them the completed form at least 2 months before you want the rent increase to start.

You will need to follow this revised section 13 process every time you increase the rent, even if you have already agreed the increase with your tenants.

You will be able to give the tenant notice in the following ways:

- in person
- by post
- by email - if allowed in the tenancy agreement

The increase will need to be in line with the rent that you would expect to receive if you were to relet the property on the open market.

If your tenant thinks the rent increase is higher than the open market rate, they will be able to [ask the First-tier Tribunal \(Property Chamber\)](#) to decide what the new rent amount should be.



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You have reached the end of Module 4.

Please now complete the end of module test.

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