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Report Stage: Wednesday 8 January 2025

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## Renters' Rights Bill, As Amended (Amendment Paper)

This document lists all amendments tabled to the Renters' Rights Bill. Any withdrawn amendments are listed at the end of the document. The amendments are arranged in the order in which it is expected they will be decided.

★ New Amendments.

☆ Amendments which will comply with the required notice period at their next appearance.

New Amendments: 11 to 54 and NC13 to NC16

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Secretary Angela Rayner

Gov NC13

★ To move the following Clause—

**“Prohibition of rent in advance after lease entered into (except initial rent)**

In the 1988 Act, after section 4A (inserted by section 1 of this Act) insert—

**“4B Assured tenancy: prohibition of rent in advance (except initial rent)**

- (1) Terms of an assured tenancy which provide for when rent is due are of no effect so far as they provide for rent to be due in advance.
- (2) But subsection (1) does not apply—
  - (a) to an excepted tenancy, or
  - (b) to terms of any other assured tenancy so far as they provide for initial rent to be due during the permitted pre-tenancy period.
- (3) Where terms of an assured tenancy providing for when the rent for a rent period is due are of no effect by virtue of this section, the tenancy has effect as if it provided for the rent for that rent period to be due on the substitute rent day for that rent period.
- (4) In a case where the terms of the tenancy (after taking account of section 4A) are such that—
  - (a) one or more of the periods of the tenancy will be compliant rent periods, and
  - (b) the compliant rent periods have a regular pattern,

the regular rent day which falls during a rent period is the “substitute rent day” for the rent period.

- (5) In any other case, the first day of a rent period is the “substitute rent day” for the rent period.
- (6) The compliant rent periods of a tenancy “have a regular pattern” if those periods meet the following two conditions—
  - (a) all of the compliant rent periods will be the same length (and, for this purpose, all periods of one month are the same length);
  - (b) the rent for all of the compliant periods will be due—
    - (i) on the same day during each of the periods (such as the same day of the week in a weekly period or the same date in the month in a monthly period), or
    - (ii) on the same description of day during each of the periods (such as the last day, or first weekday, of a period);and that day, or day of that description, is the “regular rent day”.
- (7) The condition in subsection (6)(a) is met even if the first period of the tenancy is of a different length from all the other compliant periods; and, in such a case, the condition in subsection (6)(b) is met even if the rent for the first period of the tenancy is due on a different day, or description of day, from all the other compliant periods.
- (8) For provision enabling a holding deposit to be used to pay initial rent due during the permitted pre-tenancy period, see Schedule 2 to the Tenant Fees Act 2019.
- (9) The Secretary of State may, by regulations, amend this section for the purpose of making provision about the descriptions of rent due in advance to which subsection (1) does not apply.
- (10) Regulations under subsection (9)—
  - (a) may make different provision for different purposes;
  - (b) are to be made by statutory instrument.
- (11) A statutory instrument containing regulations under subsection (9) may not be made unless a draft of the instrument has been laid before and approved by a resolution of each House of Parliament.
- (12) In this paragraph—

“compliant rent period”: a rent period is a compliant rent period if the rent for the period is due during the period — and, in determining this, the effect of this section on when rent is due must be disregarded;

“due in advance”, in relation to rent, means due before the rent period for which it is payable;

“excepted tenancy” means—
  - (a) an assured tenancy of social housing (within the meaning of Part 2 of the Housing and Regeneration Act 2008) if

the landlord is a private registered provider of social housing;

- (b) an assured tenancy granted pursuant to Part 7 of the Housing Act 1996 (homelessness);

“initial rent” means rent that is payable for—

- (a) the first rent period, or
- (b) any later rent period which ends during the initial 28 day period;

and here “initial 28 day period” means the period of 28 days beginning with the first day of the first rent period;

“permitted pre-tenancy period” means the period that—

- (a) begins when the tenancy is entered into, and
- (b) ends with the day before the first day of the tenancy;

“regular rent day” has the meaning given in subsection (6)(b);

“rent period” means a period for which rent is payable under the assured tenancy;

“substitute rent day” means the day determined in accordance with subsection (4) or (5).”

#### Member's explanatory statement

This modifies the terms of an assured tenancy to disapply terms which provide for rent to be due in advance, unless it is rent for the first rent period, or a subsequent rent period ending within the first 28 days of the tenancy, and is due between the tenancy being entered into and the term of the tenancy beginning.

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Secretary Angela Rayner

Gov NC14

★ To move the following Clause—

#### “Prohibition of rent in advance before lease entered into

- (1) Schedule 1 to the Tenant Fees Act 2019 (permitted payments) is amended in accordance with subsections (2) and (3).
- (2) After paragraph 1(1) (rent is a permitted payment) insert—
  - “(1A) But a payment of rent is a prohibited payment if—
    - (a) it is payable before the tenancy is entered into, and
    - (b) the tenancy is an assured tenancy.
  - (1B) This paragraph is subject to paragraph 1A.”
- (3) For sub-paragraph (2) of paragraph 1 substitute—

#### “Increased rent

- 1A (1) If the amount of rent payable in respect of any relevant period (“P1”) is more than the amount of rent payable in respect of any later relevant period (“P2”), the additional amount payable in respect of P1 is a prohibited payment.

- (2) That is subject to the following provisions of this paragraph.”
- (4) After section 5 of the Tenant Fees Act 2019 insert—
- “Other provision about rent in advance*

### **5A Pre-tenancy payments of rent: prohibitions**

- (1) A landlord must not—
- (a) invite or encourage a relevant person to make a prohibited pre-tenancy payment of rent to the landlord in connection with an assured tenancy of housing in England,
  - (b) accept an offer from a relevant person to make a prohibited pre-tenancy payment of rent to the landlord in connection with an assured tenancy of housing in England, or
  - (c) accept from a relevant person a prohibited pre-tenancy payment of rent in connection with an assured tenancy of housing in England.
- (2) A landlord must not—
- (a) invite or encourage a relevant person to make a prohibited pre-tenancy payment of rent to a third party in connection with an assured tenancy of housing in England,
  - (b) accept an offer from a relevant person to make a prohibited pre-tenancy payment of rent to a third party in connection with an assured tenancy of housing in England, or
  - (c) accept from a third party a prohibited pre-tenancy payment of rent in connection with an assured tenancy of housing in England.
- (3) A letting agent must not—
- (a) invite or encourage a relevant person to make a prohibited pre-tenancy payment of rent to the letting agent in connection with an assured tenancy of housing in England,
  - (b) accept an offer from a relevant person to make a prohibited pre-tenancy payment of rent to the letting agent in connection with an assured tenancy of housing in England, or
  - (c) accept from a relevant person a prohibited pre-tenancy payment of rent in connection with an assured tenancy of housing in England.
- (4) A letting agent must not—
- (a) invite or encourage a relevant person to make a prohibited pre-tenancy payment of rent to a third party in connection with an assured tenancy of housing in England,
  - (b) accept an offer from a relevant person to make a prohibited pre-tenancy payment of rent to a third party in connection with an assured tenancy of housing in England, or

- (c) accept from a third party a prohibited pre-tenancy payment of rent in connection with an assured tenancy of housing in England.
- (5) The Secretary of State may, by regulations made by statutory instrument, amend this section for the purpose of making provision about the descriptions of rent due in advance to which any provision of subsection (1), (2), (3) or (4) applies.
  - For this purpose “rent due in advance” means rent due before the period for which it is payable.
- (6) Regulations under subsection (5)—
  - (a) may make different provision for different purposes;
  - (b) may make supplemental, incidental, consequential, transitional, transitory or saving provision;
  - (c) are to be made by statutory instrument.
- (7) A statutory instrument containing regulations under subsection (5) may not be made unless a draft of the instrument has been laid before and approved by a resolution of each House of Parliament.
- (8) In this section “prohibited pre-tenancy payment of rent” means a payment of rent that is prohibited by paragraph 1(1A) of Schedule 1.

## **5B Effect of a breach of section 5A**

- (1) A term of an agreement between a letting agent and a relevant person which breaches section 5A is not binding on a relevant person.
- (2) Where a term of an agreement is not binding on a relevant person as a result of this section, the agreement continues, so far as practicable, to have effect in every other respect.”
- (5) The Tenant Fees Act 2019 is further amended as follows—
  - (a) in section 6 (enforcement by local weights and measures authorities)—
    - (i) in subsection (1), in paragraph (b) omit “and” and after that paragraph insert—
      - “(ba) section 5A (pre-tenancy payments of rent: prohibitions), and”;
    - (ii) in subsection (3), for “or 2” substitute “, 2 or 5A”;
  - (b) in section 7 (enforcement by district councils), in subsection (1), for “and 2” substitute “, 2 and 5A”;
  - (c) in section 8 (financial penalties), in subsection (1), for “or 2” substitute “, 2 or 5A”;
  - (d) in section 10 (recovery by enforcement authority of amount paid)—
    - (i) in subsection (1)(a), for “or 2” substitute “, 2 or 5A”;
    - (ii) after subsection (2) insert—
      - “(2A) But that obligation to pay the amount, or remaining part, of the prohibited payment is subject to subsection (3), unless it is a case where the payment is prohibited by

- paragraph 1(1A) of Schedule 1 (pre-tenancy payment of rent).”;
- (iii) in subsection (3), for “But subsection (2) does not apply in relation to a prohibited payment” substitute “Subsection (2) does not apply in relation to the prohibited payment”;
- (e) in section 15 (recovery by relevant person of amount paid), in subsection (1)(a), for “or 2” substitute “, 2 or 5A”.

#### Member's explanatory statement

This amends the Tenant Fees Act 2019 so that rent in advance payable before the tenancy is entered into is a “prohibited payment” for the purposes of that Act. The new section 5A then also adds new prohibitions relating to that kind of prohibited payment.

Secretary Angela Rayner

Gov NC15

★ To move the following Clause—

#### “Guarantor not liable for rent payable after tenant’s death

In the 1988 Act, after section 16M (inserted by section 17 of this Act) insert—

*“Guarantors*

#### **16N Guarantor not liable for rent payable after tenant’s death**

- (1) This section applies where—
- (a) an individual (the “guarantor”) is a party to an arrangement (the “guarantee”) under which the individual guarantees payment by the tenant of rent under an assured tenancy (“guaranteed rent”), and
  - (b) the guarantor became a party to the guarantee on or after the commencement date.
- (2) If—
- (a) only one person is the tenant under the assured tenancy, and
  - (b) that person dies,
- the guarantee is of no effect if, or to the extent that, it guarantees payment of guaranteed rent for the period beginning with the death of that person.
- (3) If—
- (a) two or more persons are the tenant under the assured tenancy, and
  - (b) all of those persons die,
- the guarantee is of no effect if, or to the extent that, it guarantees payment of guaranteed rent for the period beginning with the deaths of those persons (if they all die on the same day) or beginning with the death of the last of those persons to die (if they do not all die on the same day).

- (4) If—
- (a) two or more persons are the tenant under the assured tenancy,
  - (b) the guarantor is a family member of only one of those persons, and
  - (c) that family member of the guarantor dies,
- the guarantee is of no effect if, or to the extent that, it guarantees payment of guaranteed rent for the period beginning with the death of that family member.
- (5) If—
- (a) two or more persons are the tenant under the assured tenancy,
  - (b) the guarantor is a family member of more than one of those persons, and
  - (c) all of those family members of the guarantor die,
- the guarantee is of no effect if, or to the extent that, it guarantees payment of guaranteed rent for the period beginning with the deaths of those family members (if they all die on the same day) or beginning with the death of the last of those family members to die (if they do not all die on the same day).
- (6) For the purposes of this section, the guaranteed rent for the period beginning with the death of a person, or with the deaths of two or more persons, is—
- (a) guaranteed rent which—
    - (i) is for the rent period during which the person dies or persons die (the “relevant rent period”), and
    - (ii) is attributable to the time after the death of the person or persons, and
  - (b) guaranteed rent for every rent period after the relevant rent period.
- (7) For that purpose, the guaranteed rent for the relevant rent period which is attributable to the time after the death of the person or persons is the amount calculated in accordance with this formula—

$$\frac{D}{T} \times R$$

where—

D is the total number of days in the relevant rent period which fall on and after the day of the death of the person or persons;  
 T is the total number of days in the relevant rent period;  
 R is the guaranteed rent for the relevant rent period.

#### **16P Section 16N: application and interpretation**

- (1) Section 16N applies to a guarantee—
- (a) whether or not it is in writing;
  - (b) if it is in writing, whether or not it is in the lease;

- (c) whether or not it also guarantees the payment of any sum other than the rent.
- (2) In section 16N and this section—
- “commencement date” has the meaning given by section 143(3) of the Renters’ Rights Act 2024;
  - “family member” is to be read in accordance with subsections (3) and (4);
  - “rent period” means a period for which rent is payable.
- (3) For the purposes of section 16N, the guarantor is a family member of the following persons—
- (a) the spouse, civil partner or co-habitee of the guarantor;
  - (b) 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 guarantor or of the spouse, civil partner or co-habitee of the guarantor;
  - (c) a person who is the spouse, civil partner or co-habitee of a person falling within paragraph (b).
- (4) If, in accordance with subsection (3), a person (F)—
- (a) is a family member of the guarantor when the guarantee is entered into, or
  - (b) becomes a family member of the guarantor after the guarantee is entered into,
- F is to be regarded as being a family member of the guarantor at all times afterwards (regardless of whether F continues to be so in accordance with subsection (3)).
- (5) For the purposes of this section—
- (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 limits a guarantor’s liability for rent following the death of the tenant.

Secretary Angela Rayner

Gov NC16

★ To move the following Clause—

**“Limitation on obligation to pay removal expenses**

- (1) Section 11 of the 1988 Act (payment of removal expenses) is amended as follows.
- (2) In the heading, after “expenses” insert “by social landlords”.
- (3) Before subsection (1) insert—
  - “(A1) This section applies to a dwelling-housing let on an assured tenancy if—
    - (a) the landlord is a relevant social landlord, and
    - (b) the dwelling-house is social housing.”
- (4) In subsection (1), for “a dwelling-house let on an assured tenancy on Ground 6 or Ground 9” substitute “the dwelling-house on Ground 6, 6ZA or 9”.
- (5) After subsection (1) insert—
  - “(1A) If the court makes the order for possession on Ground 6 in circumstances where—
    - (a) the additional RSL condition is met, and
    - (b) that condition is met in case B (alternative accommodation provided temporarily until other alternative accommodation becomes available),
 the landlord must also pay to the tenant a sum equal to the reasonable expenses likely to be incurred by the tenant in removing from the alternative accommodation provided temporarily.”
- (6) In subsection (2), after “(1)” insert “or (1A)”.
- (7) After subsection (3) insert—
  - “(4) In this section—
 

“relevant social landlord” means—

    - (a) a private registered provider of social housing,
    - (b) a body registered as a social landlord in the register maintained under section 1 of the Housing Act 1996,
    - (c) a body registered as a social landlord in the register kept under section 20(1) of the Housing (Scotland) Act 2010, or
    - (d) a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity;

“social housing” has the same meaning as in Part 2 of the Housing and Regeneration Act 2008.””

**Member's explanatory statement**

This replaces clause 21. It expands section 11 of the Housing Act 1988 to cover possession on the new Ground 6ZA and limits the availability of removal expenses to cases where the landlord is a “relevant social landlord” and the dwelling-house is social housing.

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**Gideon Amos**

**NC1**

To move the following Clause—

**“Limit on rent to be requested in advance of tenancy**

In the 1988 Act, after section 14ZB (inserted by section 8 of this Act) insert—

**“14ZBA Maximum rent to be paid in advance**

No rent may be requested or received in advance of any period of the tenancy which exceeds the rent for two months of the tenancy.””

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**Gideon Amos**

**NC2**

To move the following Clause—

**“Impact of Act on provision of short-term lets**

The Secretary of State must, within two years of the passing of this Act, publish a review of the impact of sections 1 to 3 on the number of landlords offering properties on short-term lets rather than in the private rented sector.”

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**Alex Sobel**

**NC3**

Margaret Mullane  
Charlotte Nichols  
Carla Denyer  
Dr Simon Opher  
Cat Eccles

Paula Barker  
Apsana Begum  
Ellie Chowns  
Siân Berry  
Clive Efford  
Clive Lewis  
Sarah Hall  
Neil Duncan-Jordan

Abtisam Mohamed  
Ian Byrne  
Nadia Whittome  
John McDonnell  
Richard Burgon  
Kate Osborne  
Andrew Cooper  
Mike Amesbury

Kim Johnson  
Zarah Sultana  
Kirith Entwistle  
Brian Leishman  
Bell Ribeiro-Addy  
Grahame Morris  
Rachael Maskell  
Mary Kelly Foy

To move the following Clause—

**“Limit on rent in advance of tenancy**

In Schedule 1 to the Tenant Fees Act 2019, after paragraph (1) insert—

“(1A) But if the amount of rent payable in advance of any period of the tenancy exceeds the equivalent of one month’s rent, the amount of the excess is a prohibited payment.””

**Member's explanatory statement**

This new clause would make it unlawful for a landlord to demand or accept more than one month’s rent in advance in respect of a tenancy or licence of residential accommodation.

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**Alex Sobel**

**NC4**

Charlotte Nichols  
Carla Denyer  
Dr Simon Opher  
Cat Eccles  
Paula Barker

Abtisam Mohamed  
Apsana Begum  
Ellie Chowns  
Siân Berry

Kim Johnson  
Ian Byrne  
Nadia Whittome

Tonia Antoniazzi  
Zarah Sultana  
Kirith Entwistle

To move the following Clause—

**“Signature of lease for student accommodation**

Where a tenant meets the student test set out in paragraph 10 of Schedule 1, the relevant tenancy agreement may not be signed before 1 March in the year in which the tenancy is intended to take effect.”

**Member's explanatory statement**

This new clause would prevent student leases being signed before March in the year in which they are intended to commence.

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**Paula Barker**

**NC5**

Kim Johnson  
Jeremy Corbyn  
Nadia Whittome  
Grahame Morris  
Ms Marie Rimmer

Steve Witherden  
Ellie Chowns

Carla Denyer  
Adrian Ramsay

Siân Berry  
Kate Osamor

To move the following Clause—

**“Review of tenancy deposit schemes and requirements**

- (1) The Secretary of State must, within 12 months of the passing of this Act, conduct a review of tenancy deposit schemes and tenancy deposit requirements.

- (2) The review must include, but not be limited to—
  - (a) consideration of options for tenancy “passporting”; and
  - (b) measures to improve trust in the deposit dispute process.
- (3) As part of the review the Secretary of State must consult with such parties as they see fit, which must include representatives of tenants’ and landlords’ interests.”

#### Member's explanatory statement

This new clause would require the Secretary of State, within 12 months of the Act passing, to review and consult on tenancy deposit schemes and requirements.

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**Paula Barker**

**NC6**

Kim Johnson  
 Jeremy Corbyn  
 Neil Duncan-Jordan  
 Nadia Whittome  
 Grahame Morris

Ms Marie Rimmer  
 Siân Berry  
 Kate Osamor

Steve Witherden  
 Ellie Chowns

Carla Denyer  
 Adrian Ramsay

To move the following Clause—

#### “Duties of local authorities: care leavers

- (1) Where it is requested of a local housing authority by, or on behalf of—
  - (a) a relevant child as defined by section 23A of the Children’s Act 1989, or
  - (b) a former relevant child as defined by section 23C of the Children’s Act 1989,

the local housing authority shall provide assistance to the individual making the request, or the individual on whose behalf the request is made, in paying or guaranteeing any deposit required to agree a tenancy.

- (2) The assistance to be provided under subsection (1) may include, but not be limited to, the payment of a deposit on behalf of an individual listed in subsection (1), or acting as a guarantor for any deposit paid by or on behalf of an individual listed in subsection (1).”

#### Member's explanatory statement

This new clause would place a duty on local authorities to help care leavers pay or guarantee any required deposit to enable them to agree a tenancy in the private rented sector.

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**Carla Denyer**

**NC7**

Ellie Chowns  
 Siân Berry  
 Adrian Ramsay  
 Ian Byrne

To move the following Clause—

**“Rules for proposed rent levels**

- (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 55(2) 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 55(2) the Independent Living Rent Body will have regard to property type, size and condition, location, local incomes, and such other criteria as it sees fit.”

**Member's explanatory statement**

This new clause would require the Secretary of State to establish an independent body that would set rules to be used when calculating the proposed rent payable in relation to an advertised tenancy.

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Zarah Sultana

NC8

Ian Byrne

Carla Denyer

To move the following Clause—

**“Mediated rent pauses (housing conditions)**

- (1) This section applies where—
  - (a) there is a tenancy to which section 9A of the Landlord and Tenant Act 1985 applies;
  - (b) it appears to the tenant that the landlord has breached the covenant implied by that section; and
  - (c) it appears to the tenant that the landlord has failed to carry out works necessary to remedy any such breaches within the timeframes set out in regulations made by the Secretary of State under section 10A(3) of the Landlord and Tenant Act 1985.
- (2) A tenant is entitled to make arrangements to pay rent to an independent individual, rather than to the relevant landlord.
- (3) The independent individual shall not pass any rent paid under subsection (2) to the landlord until there has been a determination or agreement between the landlord and tenant as to the landlord’s liability for any breach of the covenant implied by section 9A of the Landlord and Tenant Act 1985.
- (4) Where a determination or agreement under subsection (3) sets a time by which works are to be completed, the independent individual will –
  - (a) release any rent paid under subsection (2) to the landlord if the works are completed by that time;
  - (b) release any rent paid under subsection (2) back to the tenant if the works have not been completed by that time.

- (5) In this section an “independent individual” means the independent individual responsible for investigating complaints made against members of a landlord redress scheme under section 62.”

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**Carla Denyer**

**NC9**

Ian Byrne  
Zarah Sultana  
Siân Berry  
Ellie Chowns  
Dr Simon Opher

To move the following Clause—

**“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 to which this section applies that a landlord shall 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. Tenants have the right to appeal a landlord’s refusal to adapt a property.
- (2) 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 ensure that landlords give permission for home adaptations for people who have disabilities where a Home Assessment has been carried out.

**Helen Hayes**

NC10

Carla Denyer  
 Peter Lamb  
 Florence Eshalomi  
 Rachael Maskell  
 Jess Asato

Adam Jogee  
 Kim Johnson  
 Christine Jardine  
 Charlotte Nichols  
 Dame Caroline Dinenage  
 John McDonnell  
 Paula Barker  
 Paul Davies  
 Jodie Gosling  
 Melanie Onn  
 Jim Allister

Mike Reader  
 Yasmin Qureshi  
 Alex Sobel  
 Josh Newbury  
 Tony Vaughan  
 Dr Becca Cooper  
 Liz Jarvis  
 Abtisam Mohamed  
 Andy McDonald  
 Peter Prinsley  
 Lee Pitcher

Bob Blackman  
 Mrs Sarah Russell  
 Perran Moon  
 Dr Simon Opher  
 Kirsteen Sullivan  
 Ellie Chowns  
 Ms Stella Creasy  
 Mike Amesbury  
 Rachel Taylor  
 Siân Berry

To move the following Clause—

**“Guarantor to have no further liability following death of tenant**

- (1) Subject to subsection (3), a guarantee agreement relating to a relevant tenancy ceases to have effect upon the death of a relevant tenant.
- (2) Upon the death of a relevant tenant the guarantor in respect of a relevant tenancy shall incur no further liability in relation to matters arising under the tenancy.
- (3) Nothing in this section shall affect the liability of a guarantor in relation to matters which arose before the date of the death of the relevant tenant.
- (4) In assessing any liability under subsection (3), account shall be taken of any tenancy deposit paid in respect of the tenancy.
- (5) Where there is more than one relevant tenant, this section shall apply only upon the death of both or all of the tenants.
- (6) In this section—
  - “guarantor” is a person who enters into a guarantee agreement in relation to a relevant tenancy;
  - “guarantee agreement” is a contractual promise (whether incorporated in or separate from the tenancy agreement) to indemnify or compensate a relevant person in respect of an obligation under the tenancy if the tenant fails to perform or comply with the obligation;
  - “relevant tenancy” has the same meaning as in section 41, and “relevant tenant” is to be interpreted accordingly; and
  - “tenancy deposit” has the same meaning as in section 212(8) of the Housing Act 2004.”

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Alex Sobel

NC11

Rachael Maskell  
Neil Duncan-Jordan  
Mike Amesbury  
Mary Kelly Foy

To move the following Clause—

**“Restrictions on the requirement for tenants to provide a 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 Act, 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 equivalent to 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 the 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 in regulations made 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 shall not exceed a sum equal to six months’ rent.
- (5) In any case where a relevant person requires a tenant, as a condition of the grant of a relevant joint tenancy, to provide a guarantor, the sum claimed under the guarantee shall 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, shall not exceed the sum obtained by dividing the total loss by the number of tenants.
- (6) In this section—
  - a “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;
  - a “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.”

#### Member's explanatory statement

This new clause would restrict the circumstances in which a landlord can request a guarantor.

---

Paul Davies

NC12

Kirith Entwistle

☆ To move the following Clause—

#### “Body to report on the impact of the Act on rent levels

- (1) The Secretary of State must, within 18 months of the passing of this Act, establish a body to report on the impact of the Act on rent levels in the private rented sector.
- (2) A report published under this section must include—
  - (a) analysis of any changes in average rent levels since the passing of this Act;
  - (b) an overview of the historic affordability of properties in the private rented sector with a prediction of future changes in affordability resulting from the Act;
  - (c) a consideration of proposals for improving the affordability of properties in the private rented sector, including measures to control rent increases between or within tenancies.
- (3) In producing any report under subsection (2), the Secretary of State must consult with tenants with a range of relevant characteristics, including—
  - (a) age;
  - (b) income; and
  - (c) employment status.”

#### Member's explanatory statement

This new clause would require the Secretary of State to establish a body to publish a report on the affordability of rent and proposals for making rents more affordable.

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**Secretary Angela Rayner**

**Gov 12**

- ★ Clause 4, page 5, line 3, after “5H” insert “or Ground 6ZA”

**Member's explanatory statement**

This is consequential on Amendment 22.

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**Secretary Angela Rayner**

**Gov 13**

- ★ Clause 4, page 5, line 23, leave out the words from “(a),” to the end of the line and insert “for “, 2, 5” substitute “to 5H, 6ZA, 6A”

**Member's explanatory statement**

This replaces the amendment to section 7(5A)(a) of the Housing Act 1988 with a new amendment to take full account of the changes to the grounds under Schedule 2 to that Act made by Part 1 of the Bill.

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**Secretary Angela Rayner**

**Gov 14**

- ★ Clause 4, page 5, line 25, at end insert—

“(5B) In relation to the making of an order for possession of a dwelling-house let on an assured periodic tenancy arising under Schedule 10 to the Local Government and Housing Act 1989, Ground 6 is to apply as if—

- (a) in paragraph (b), the words “, but only in a case where section 7(5ZA) applies in relation to the tenancy” were omitted;
- (b) in the general redevelopment conditions, paragraph (f) was omitted;
- (c) in the landlord’s acquisition condition, in paragraph (a), the reference to the grant of the tenancy is a reference to the grant of the long residential tenancy which existed immediately before the assured periodic tenancy arose.”

**Member's explanatory statement**

This inserts a further amendment into section 7 of the Housing Act 1988 to take full account of the changes to the grounds under Schedule 2 to that Act made by Part 1 of the Bill.

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**Secretary Angela Rayner**

**Gov 15**

- ★ Clause 4, page 5, line 26, leave out “(5B)” and insert “(5C)”

**Member's explanatory statement**

This amendment is consequential on Amendment 14.

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**Secretary Angela Rayner**

**Gov 16**

★ Clause 4, page 5, line 40, at end insert—

“(5D) In subsection (5B), a reference to a “long residential tenancy” is a reference to a tenancy to which Schedule 10 to the Local Government and Housing Act 1989 applies.””

**Member's explanatory statement**

This amendment is consequential on Amendment 14.

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**Secretary Angela Rayner**

**Gov 17**

★ Clause 4, page 6, line 15, after “6” insert “, 6ZA”

**Member's explanatory statement**

This is consequential on Amendment 22.

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**Gideon Amos**

**1**

Clause 7, page 9, line 6, leave out from “determination” to end of line 11 and insert—

“(4AA) Where the rent for a particular period of the tenancy is to be greater than the rent for the previous period by virtue of a notice, determination or agreement mentioned in subsection (4A), the rent may not be greater than the rent for the previous period increased by the Bank of England Base Rate.

(4AB) Any provision relating to an assured tenancy to which this section applies is of no effect so far as it provides—

- (a) that the rent for a particular period of the tenancy must or may be greater than the rent for the previous period otherwise than by virtue of a notice, determination or agreement mentioned in subsection (4A), or
- (b) that the rent for a particular period of the tenancy, where greater than the rent for the previous period by virtue of a notice, determination or agreement mentioned in subsection (4A), must or may be greater than the rent for the previous period increased by the Bank of England Base Rate.”

**Paula Barker**

9

Ian Byrne  
Zarah Sultana  
Bell Ribeiro-Addy  
Kim Johnson  
Abtisam Mohamed

Jeremy Corbyn  
Clive Efford  
Nadia Whittome  
Ms Marie Rimmer  
Sarah Hall  
Ellie Chowns  
Neil Duncan-Jordan  
Kate Osamor

John McDonnell  
Richard Burgon  
Alex Sobel  
Steve Witherden  
Carla Denyer  
Adrian Ramsay  
Mike Amesbury

Brian Leishman  
Clive Lewis  
Grahame Morris  
Mrs Emma Lewell-Buck  
Siân Berry  
Rachael Maskell  
Mary Kelly Foy

Clause 7, page 9, line 6, leave out from “determination” to the end of line 11 and insert—

- “(4AA) Where the rent for a particular period of the tenancy is to be greater than the rent for the previous period by virtue of a notice, determination or agreement mentioned in subsection (4A), the rent may not be greater than whichever is the lesser of—
- (a) the rent for the previous period plus an increase equal to the rent multiplied by CPI; or
  - (b) the rent for the previous period plus an increase equal to the rent multiplied by the percentage increase in median national earnings.
- (4AB) Any provision relating to an assured tenancy to which this section applies is of no effect so far as it provides—
- (a) that the rent for a particular period of the tenancy must or may be greater than the rent for the previous period otherwise than by virtue of a notice, determination or agreement mentioned in subsection (4A), or
  - (b) that the rent for a particular period of the tenancy, where greater than the rent for the previous period by virtue of a notice, determination or agreement mentioned in subsection (4A), must or may be greater than the lesser of—
    - (i) the rent for the previous period plus an increase equal to the rent multiplied by CPI; or
    - (ii) the rent for the previous period plus an increase equal to the rent multiplied by the percentage increase in median national earnings.
- (4AC) In this section—
- “CPI” means the Consumer Prices Index 12-month rate published by the Office for National Statistics for 1 April preceding the date the notice is served.
- “the percentage increase in median national earnings” means that calculated by the UK Statistics Authority over a three-year period ending on the date on which the notice was served.”

**Member's explanatory statement**

This amendment would introduce limits on the increases which could be made to rents by landlords. The limits would be calculated by reference to increases in CPI or median national earnings.

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**Paula Barker**

5

Kim Johnson  
Jeremy Corbyn  
Nadia Whittome  
Grahame Morris  
Ms Marie Rimmer

Steve Witherden  
Ellie Chowns

Carla Denyer  
Adrian Ramsay

Siân Berry  
Kate Osamor

Clause 8, page 11, line 16, at end insert—

- “(aa) after “subject to” insert “section 13(4AA) and”;
- “(ab) omit from “concerned” to the end of the subsection and insert “should be let”;

**Member's explanatory statement**

This amendment would amend the Housing Act 1988 so that when determining rents tribunals must take into account the limits on rent increases introduced by Amendment 9 and need not consider existing market rates.

---

**Paula Barker**

6

Kim Johnson  
Jeremy Corbyn  
Nadia Whittome  
Grahame Morris  
Ms Marie Rimmer

Steve Witherden  
Ellie Chowns

Carla Denyer  
Adrian Ramsay

Siân Berry  
Kate Osamor

Clause 8, page 11, line 17, leave out subsections (b), (c) and (d)

**Member's explanatory statement**

This amendment is consequential on Amendment 5.

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**Secretary Angela Rayner**

Gov 27

★ Clause 9, page 13, line 23, leave out from “rent” to “as” in line 24 and insert—

**“for days after end of tenancy**

- (1) A person who paid rent”

**Member's explanatory statement**

This provides that the right to repayment of rent paid for days after a tenancy ends arises whenever the rent is paid.

---

**Secretary Angela Rayner**

**Gov 28**

- ★ Clause 12, page 17, line 18, after "5H" insert ", 6ZA"

**Member's explanatory statement**

This is consequential on Amendment 22.

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**Secretary Angela Rayner**

**Gov 29**

- ★ Clause 13, page 18, line 19, after "5H" insert ", 6ZA"

**Member's explanatory statement**

This is consequential on Amendment 22.

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**Gideon Amos**

**2**

Clause 19, page 32, line 16, at end insert—

"(aa) where it is given by a tenant in relation to a premises in which they are the first tenants since its construction, not less than twenty-four months before the date on which the notice is to take effect;"

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**Secretary Angela Rayner**

**Gov 30**

- ★ Page 32, line 33, leave out Clause 21

**Member's explanatory statement**

This is replaced by NC16.

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**Secretary Angela Rayner**

**Gov 34**

- ★ Clause 30, page 39, leave out lines 18 to 20 and insert—

*"Fixed term tenancies of more than 21 years*

3D A fixed term tenancy of a term certain of more than 21 years from the date of the grant of the tenancy.

*Fixed term tenancies of 7 to 21 years granted before the Renters' Rights Act 2024*

3E (1) A tenancy of a term certain of—

- (a) 21 years or less, but
  - (b) more than 7 years,
- from the date of the grant of the tenancy.
- (2) This paragraph applies only to tenancies entered into—
- (a) before the day on which the Renters' Rights Act 2024 was passed,
  - (b) during the period of two months beginning with that day, or
  - (c) after the end of that period under a contract entered into before the end of that period.

### *Regulated home purchase plans*

- 3F (1) A tenancy which, when it is granted, forms part of a regulated home purchase plan.
- (2) In this paragraph “regulated home purchase plan” has the same meaning that it has from time to time in regulation 63F(3)(a) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (S.I. 2001/544).
- (3) The Secretary of State may, by regulations, amend this paragraph in consequence of an order made under section 22 of the Financial Services and Markets Act 2000.
- (4) Regulations under this paragraph—
- (a) may make different provision for different purposes;
  - (b) are to be made by statutory instrument.
- (5) A statutory instrument containing regulations under this paragraph 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**

The Bill currently provides that a fixed term tenancy of more than 7 years is not an assured tenancy. This moves the boundary from 7 years to 21 years. It also provides for other kinds of leases not to be assured tenancies: existing leases of between 7 and 21 years; and leases in a “regulated home purchase plan”.

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**Secretary Angela Rayner**

**Gov 35**

- ★ Clause 63, page 92, line 8, leave out “level” and insert “amount or amounts”

### **Member's explanatory statement**

This makes the wording here consistent with Amendment 40.

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**Secretary Angela Rayner**

**Gov 36**

- ★ Clause 63, page 92, line 12, leave out sub-paragraph (ii) and insert—
- “(ii) about the amount or amounts of those fees,”

**Member's explanatory statement**

This replaces "level" with "amount or amounts" (for consistency with Amendment 40) and omits other provision which is replaced by provision contained in Amendment 37.

---

Secretary Angela Rayner

Gov 37

★ Clause 63, page 92, line 41, at end insert—

"(4A) Fee conditions relating to—

- (a) fees payable in respect of compulsory aspects of the scheme may provide for the amount or amounts of the fees to be calculated by reference to such of the scheme costs as may be specified in the regulations, which may include scheme costs relating to the voluntary aspects of the scheme;
- (b) fees payable in respect of voluntary aspects of the scheme must provide for the amount or amounts of the fees to be calculated so that (taking one year with another) they are sufficient to meet such of the costs of the voluntary aspects of the scheme as may be specified in the regulations."

**Member's explanatory statement**

This deals with how the amount or amounts of fees paid by members of a redress scheme are to be calculated. In particular, fees payable in respect of the compulsory aspects of the scheme could recover scheme costs which relate to the voluntary aspects of the scheme.

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Secretary Angela Rayner

Gov 38

★ Clause 63, page 93, line 16, leave out paragraph (e)

**Member's explanatory statement**

This omits provision which is replaced by provision contained in Amendment 37.

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Secretary Angela Rayner

Gov 39

★ Clause 63, page 93, line 34, at end insert—

- " "costs of the voluntary aspects", in relation to a scheme, means the scheme costs if, or to the extent that, they relate to the voluntary aspects of the scheme (including scheme costs that are attributed to the voluntary aspects of the scheme);
- "fee condition" means a condition set out in regulations by virtue of subsection (3)(h) or (i)(ii);
- "scheme costs", in relation to a scheme, means the costs (whether or not connected with a fee-payer) that are incurred in or associated with, or likely to be incurred in or associated with—
  - (a) the establishment and administration of the scheme (including the investigation and determination of complaints under the scheme);



- (b) the performance of any other functions under this Chapter;
  - (c) the performance of any other functions under the scheme;
- including such costs that are, or are likely to be incurred by—
- (a) the administrator of a redress scheme, or
  - (b) the individual responsible for overseeing and monitoring the investigation and determination of complaints under the scheme,
- in connection with enforcement by other persons of requirements imposed by or under this Chapter.”

#### Member's explanatory statement

This sets out definitions of terms used in Amendment 37.

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#### Paula Barker

7

Ian Byrne  
Zarah Sultana  
Bell Ribeiro-Addy  
Kim Johnson  
Abtisam Mohamed

Jeremy Corbyn  
Clive Efford  
Nadia Whittome  
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Carla Denyer  
Adrian Ramsay  
Mike Amesbury

Brian Leishman  
Clive Lewis  
Grahame Morris  
Mrs Emma Lewell-Buck  
Siân Berry  
Rachael Maskell  
Mary Kelly Foy

Clause 75, page 101, line 6, at end insert—

- “(2A) Information or documents to be provided under regulations under subsection (2) must include—
- (a) in respect of a landlord entry—
    - (i) the address and contact details of the landlord;
    - (ii) the address and contact details of the managing agent;
    - (iii) details of each rented property owned by the landlord;
    - (iv) details of any enforcement action that any local authority has taken against the landlord;
    - (v) details of any enforcement action that any local authority has taken against the managing agent;
    - (vi) details of any banning orders or rent repayment orders that have been made against the landlord;
    - (vii) details of any reports that the landlord has failed to carry out works necessary to remedy any breaches of any applicable housing regulations within the timeframes set out by regulations made by the Secretary of State under section 10A(3) of the Landlord and Tenant Act 1985.
  - (b) in respect of a dwelling entry—
    - (i) the address and contact details of the landlord;

- (ii) the address and contact details of the managing agent;
- (iii) details of any notices given to the previous tenant under section 8 of the Housing Act 1988, including the grounds relied upon;
- (iv) details of the rent that was payable at the commencement of the existing tenancy or, where there is no existing tenancy, the most recent tenancy;
- (v) details of any increases in the rent imposed during the existing tenancy and the previous tenancy;
- (vi) details of energy performance certificates required by regulation 6(5) of the Energy Performance of Buildings (England and Wales) Regulations 2012;
- (vii) details of gas safety certificates required by regulation 36 of the Gas Safety (Installation and Use) Regulations 1998;
- (viii) details of electrical safety reports required by the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2010;
- (ix) details of checks required under regulation 4(1)(b) of the Smoke and Carbon Monoxide Alarm (England) Regulations 2015; and
- (x) details of any features of the dwelling relevant to people with disabilities.”

#### Member's explanatory statement

This amendment would introduce specific requirements for landlord and dwelling entries on the Private Rented Sector Database.

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Secretary Angela Rayner

Gov 40

★ Clause 79, page 102, leave out from line 23 to “be” in line 37 and insert—

- “(2) The regulations must—
  - (a) specify the amount or amounts of the fee, or
  - (b) provide for the amount or amounts of the fee to be determined by the database operator by reference to such of the relevant costs as may be specified in the regulations.
- (3) The amount or amounts specified in the regulations under subsection (2)(a) may be calculated by reference to the relevant costs.
- (3A) The “relevant costs” are the costs (whether or not connected with a fee-payer) that are incurred in or associated with, or likely to be incurred in or associated with—
  - (a) the establishment and operation of the database;
  - (b) the enforcement of requirements imposed by or under this Chapter;
  - (c) the performance of any other functions under this Chapter;
  - (d) the enforcement of any other requirements imposed by or under this Act or otherwise in relation to the private rented sector.

- (3B) The amount or amounts specified in the regulations under subsection (2)(a) or determined in accordance with subsection (2)(b) may, in the case of a fee charged for an entry in the database to become active again after becoming inactive as a result of provision made by virtue of section 77(2)(a),”

**Member's explanatory statement**

These changes enable fees charged in relation to the private rented sector database to be set by reference to costs associated with or likely to be associated with the relevant costs (as defined) as well as by reference to costs relating to the enforcement of any requirements under the Renters' Rights Act or otherwise relating to the private rental sector.

---

**Secretary Angela Rayner**

**Gov 41**

★ Clause 79, page 103, line 7, at end insert—

“(7) For the purposes of this section—

requirements “in relation to the private rented sector” means requirements relating to—

- (a) residential premises in England that are let, or intended to be let, under a tenancy;
- (b) the common parts of such premises;
- (c) the activities of a landlord under a tenancy of residential premises in England;
- (d) the activities of a superior landlord in relation to such a tenancy;
- (e) the activities of a person carrying on English letting agency work within the meaning of section 54 of the Housing and Planning Act 2016 in relation to such premises;
- (f) the activities of a person carrying on English property management work within the meaning of section 55 of the Housing and Planning Act 2016 in relation to such premises;

“residential premises” has the meaning given by section 1 of the Housing Act 2004 except that it does not include social housing within the meaning of Part 2 of the Housing and Regeneration Act 2008;

“tenancy” includes a licence to occupy.”

**Member's explanatory statement**

This defines what requirements in relation to the private rented sector and other terms mean for the purpose of the amendment inserted by Amendment 40.

---

**Charlotte Nichols**

**11**

★ Clause 96, page 114, line 22, at end insert—

“(1A) In section 40 (introduction and key definitions), in subsection (1) after “has” insert—

“breached a requirement imposed by sections 62(1) or 80(3) of the Renters' Rights Act 2025 or””

---

**Gideon Amos**

3

Carla Denyer

Clause 98, page 117, line 33, after “(homelessness),” insert “or 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 Ministry of Defence service family accommodation.

---

**Paula Barker**

8

Kim Johnson  
Jeremy Corbyn  
Nadia Whittome  
Grahame Morris  
Ms Marie Rimmer

Steve Witherden  
Ellie Chowns

Carla Denyer  
Adrian Ramsay

Siân Berry  
Kate Osamor

Clause 98, page 117, line 33, leave out from “(homelessness)” to the end of line 3 on page 118.

**Member's explanatory statement**

This amendment would make the Decent Homes Standard apply to all homeless temporary accommodation provided under the Housing Act 1996 by adapting the definition of “residential premises” in the Housing Act 2004 to remove a requirement for such temporary accommodation to meet certain Government regulations.

---

**Secretary Angela Rayner**

Gov 42

★ Clause 100, page 120, line 22, after “landlord” insert “or superior landlord who committed the offence”

**Member's explanatory statement**

This amendment clarifies that a rent repayment order can be made against a superior landlord who has committed an offence to which Chapter 4 of the Housing and Planning Act 2016 applies.

---

**Secretary Angela Rayner**

Gov 43

★ Clause 100, page 120, line 24, after “tenant” insert “(whether the rent was paid to the landlord or superior landlord against whom the order is made, or to another person)”

**Member's explanatory statement**

This amendment to the Housing and Planning Act 2016 ensures that it is possible to obtain a rent repayment order against a landlord or superior landlord who has committed an offence whether or not the rent was paid directly to them.

---

Secretary Angela Rayner

Gov 44

★ Clause 100, page 120, line 27, at end insert—

- “(2A) In a case where the offence was committed by a superior landlord—
- (a) references in the following provisions of this Chapter to the landlord are to be read as references to the superior landlord, and
  - (b) housing in relation to which the person in question is a superior landlord is to be treated for the purposes of this Chapter as let by that person.”

**Member's explanatory statement**

This amendment moves provision that was to go into section 52 of the Housing and Planning Act 2016 into section 40 of that Act to ensure that references to the “landlord” in Chapter 4 of that Act are in appropriate cases read as references to the “superior landlord”.

---

Secretary Angela Rayner

Gov 45

★ Clause 100, page 120, line 27, at end insert—

- “(2A) In section 41 (application for rent repayment order), in subsection (1), for “person” substitute “landlord”.”

**Member's explanatory statement**

This amendment is consequential on Amendment 44 and ensures that a rent repayment order is available against both landlords and superior landlords.

---

Secretary Angela Rayner

Gov 46

★ Clause 100, page 120, line 33, at end insert—

- “(ai) after “rent paid” (in the first place) insert “by, or on behalf of, the tenant”,”

**Member's explanatory statement**

This clarifies that the amount to be paid to the tenant under the rent repayment order must relate to the rent paid by them or on their behalf in respect of the specified period.

---

Secretary Angela Rayner

Gov 47

★ Clause 100, page 120, line 34, at end insert—

- “(ia) in the heading to the second column to the table, after “by” insert “, or on behalf of,”, and”

**Member's explanatory statement**

This amendment is consequential on Amendment 46.

---

Secretary Angela Rayner

Gov 48

★ Clause 100, page 120, line 36, at end insert “and,

(ii) in paragraph (a), after “paid” insert “by, or on behalf of, the tenant”.”

**Member's explanatory statement**

This clarifies that the amount to be paid to the tenant under the rent repayment order must not exceed the rent paid by them or on their behalf in respect of the specified period (less any award of universal credit made during that period).

---

Secretary Angela Rayner

Gov 49

★ Clause 100, page 120, line 36, at end insert—

“(c) in subsection 4, after paragraph (a) insert—

“(aa) the amount of any rent received by the tenant in respect of the period mentioned in the table in relation to the housing let to the tenant,”.”

**Member's explanatory statement**

This requires the tribunal, when making a rent repayment order in favour of a tenant, to take into account any rent received by the tenant for the rent period which any amount paid to the tenant would be calculated by reference to, where that rent relates to the housing let to the tenant.

---

Secretary Angela Rayner

Gov 50

★ Clause 100, page 121, line 19, leave out from “(interpretation),” to the end of line 26 and insert—

“in subsection (1), in the appropriate place, insert—

““landlord” is to be read in accordance with section 40(2A);”.”

**Member's explanatory statement**

This amendment is consequential on Amendment 44.

---

Secretary Angela Rayner

Gov 51

★ Clause 102, page 123, after line 11 insert—

“(4C) For the purposes of subsection (4B), a term in the tenancy agreement or licence to occupy relating to the occupation of the building or part of the building that is an HMO does not on its own constitute a defence under any of paragraphs (a) to (c) of that subsection.”

**Member's explanatory statement**

This provides that a landlord under a tenancy agreement or licence to occupy cannot rely on a term under that agreement or licence about the occupation of the building, or part of the building, to on its own prove a defence to the offence of failing to obtain a licence for an HMO.

---

Secretary Angela Rayner

Gov 52

**★ Clause 102, page 124, after line 4 insert—**

“(3C) For the purposes of subsection (3B), a term in the tenancy agreement or licence to occupy relating to the occupation of the house does not on its own constitute a defence under any of paragraphs (a) to (c) of that subsection.”

**Member's explanatory statement**

This provides that a landlord under a tenancy agreement or licence to occupy cannot rely on a term under that agreement or licence about the occupation of the house to on its own prove a defence to the offence of failing to obtain a licence under Part 3 of the Housing Act 2004.

---

Gideon Amos

10

Schedule 1, page 160, line 13, leave out subsection (a)

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Secretary Angela Rayner

Gov 18

**★ Schedule 1, page 160, line 25, at end insert—**

“(ca) the period—  
(i) beginning with the day on which the tenancy was entered into,  
and  
(ii) ending with the day on which the tenant was entitled to possession of the dwelling-house,  
is six months or less,”

**Member's explanatory statement**

This ensures that Ground 4A is not available if the tenancy of the student accommodation is granted more than 6 months before it begins.

---

Secretary Angela Rayner

Gov 19

**★ Schedule 1, page 166, line 28, leave out from beginning to end of line 13 on page 167 and insert “For Ground 6 (excluding the italic heading) substitute—**

These conditions are met—  
(a) the general redevelopment conditions (in every case);  
(b) the landlord's acquisition condition, but only in a case where section 7(5ZA) applies in relation to the tenancy;

- (c) the additional RSL condition, but only in a case where the landlord seeking possession is—
  - (i) a relevant social landlord, and
  - (ii) the person who intends to carry out the work mentioned in this ground.

The “general redevelopment conditions” are met if—

- (a) the landlord seeking possession is mentioned in the first column in a row of the table in this ground;
- (b) the tenancy is mentioned in the second column of that row;
- (c) a person mentioned in the third column of that row intends to—
  - (i) demolish or reconstruct the whole or a substantial part of the dwelling-house, or
  - (ii) carry out substantial works on the dwelling-house or any part of it, or any building of which it forms part;
- (d) the intended work cannot reasonably be carried out without the tenant giving up possession of the dwelling-house because—
  - (i) the tenant is not willing to agree to such a variation of the terms of the tenancy as would give such access and other facilities as would permit the intended work to be carried out,
  - (ii) the nature of the intended work is such that no such variation is practicable,
  - (iii) the tenant is not willing to accept an assured tenancy of such part only of the dwelling-house (in this sub-paragraph referred to as “the reduced part”) as would leave in the possession of the landlord so much of the dwelling-house as would be reasonable to enable the intended work to be carried out and, where appropriate, as would give such access and other facilities over the reduced part as would permit the intended work to be carried out, or
  - (iv) the nature of the intended work is such that such a tenancy is not practicable;
- (e) either —
  - (i) the assured tenancy began at least 6 months before the relevant date, or
  - (ii) notice of a compulsory acquisition was given in respect of the dwelling-house where—
    - (A) the acquiring authority was the person who became the landlord who is seeking possession, and
    - (B) the dwelling-house was transferred to that landlord within the period of 12 months ending with the relevant date;
- (f) the assured tenancy on which the dwelling-house is let did not come into being by virtue of any provision of Schedule 1 to the Rent Act 1977, as amended by Part 1 of Schedule 4 to this Act or, as the case may be, section 4 of the Rent (Agriculture) Act 1976, as amended by Part 2 of that Schedule.

The “landlord's acquisition condition” is met if—



- (a) the landlord seeking possession acquired their interest in the dwelling-house before the grant of the tenancy, or
- (b) that interest was in existence at the time of that grant and neither that landlord (or, in the case of joint landlords, any of them) nor any other person who, alone or jointly with others, has acquired that interest since that time acquired it for money or money's worth.

The "additional RSL condition" is met in case A, case B or case C.

*Case A:* a case where alternative accommodation that meets the following conditions is available for the tenant or will be available for the tenant when the order for possession takes effect—

- (a) it is let as a separate dwelling with adequate security of tenure;
- (b) it is affordable;
- (c) it is in an appropriate location;
- (d) it is not overcrowded.

*Case B:* a case where alternative accommodation that meets the following conditions is available for the tenant or will be available for the tenant when the order for possession takes effect—

- (a) it is being provided temporarily until other alternative accommodation becomes available which will meet the conditions in case A;
- (b) it is affordable;
- (c) it is in an appropriate location;
- (d) it is not overcrowded.

*Case C:* a case where—

- (a) the tenancy of the dwelling-house was not granted pursuant to a nomination as mentioned in section 159(2)(c) of the Housing Act 1996,
- (b) when the tenancy was granted, the landlord intended to—
  - (i) demolish or reconstruct the whole or a substantial part of the dwelling-house, or
  - (ii) carry out substantial works on the dwelling-house or any part of it, or any building of which it forms part,
 within a specific period, and
- (c) the relevant social landlord gave the tenant, before the tenancy was entered into, a written statement of the landlord's wish to be able to recover possession on the basis of that intention to carry out that work within that period (and that period must be included in the statement).

For the purpose of the additional RSL condition, accommodation—

- (a) is let "with adequate security of tenure" if it is let—
  - (i) on an assured tenancy, or
  - (ii) on terms which will, in the opinion of the court, afford to the tenant security of tenure reasonably equivalent to the security afforded by an assured tenancy;
- (b) is "affordable" if it is—
  - (i) no more expensive than the dwelling-house of which possession is being sought, or
  - (ii) reasonably suitable to the means of the tenant;
- (c) is "in an appropriate location" if it is—

- (i) reasonably close to the dwelling-house of which possession is being sought, or
- (ii) reasonably suitable to the needs of the tenant and the tenant's family as regards proximity to place of work;
- (d) is "overcrowded" if the result of the occupation of the accommodation by the tenant and the tenant's family would be that it would be an overcrowded dwelling for the purposes of Part 10 of the Housing Act 1985."

**Member's explanatory statement**

This rewrites Ground 6 to incorporate the amendments already contained in paragraph 20 of Schedule 1 and other additional amendments.

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**Secretary Angela Rayner**

**Gov 20**

- ★ Schedule 1, page 167, leave out lines 17 to 23

**Member's explanatory statement**

The provision made in the first row of this table is superseded by the expansion of the provision made in the second row (see Amendment 21).

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**Secretary Angela Rayner**

**Gov 21**

- ★ Schedule 1, page 167, leave out lines 24 to 30 in the second column and insert—

"any tenancy"

**Member's explanatory statement**

This expands the provision made in the second column of the second row of this table so that it applies in relation to any tenancy.

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**Secretary Angela Rayner**

**Gov 22**

- ★ Schedule 1, page 168, line 25, at end insert—

*"New ground for possession of alternative accommodation provided during redevelopment"*

20A After Ground 6 insert—

*"Ground 6ZA"*

These conditions are met—

- (a) the landlord seeking possession (the "current landlord") is a relevant social landlord;
- (b) the dwelling-house (the "current home") was made available for occupation by the tenant, or a predecessor in title of the

tenant, to enable redevelopment of another dwelling-house (the "previous home") which—

- (i) was the only or principal home of the tenant or predecessor in title, and
- (ii) was occupied by the tenant or predecessor in title under a tenancy (the "previous tenancy") of which the landlord was—
  - (A) a relevant social landlord, or
  - (B) a registered provider of social housing other than a private registered provider of social housing;
- (c) alternative accommodation that—
  - (i) consists of the previous home and is affordable, or
  - (ii) consists of other premises and is affordable, in an appropriate location and not overcrowded,
 is available for the tenant or will be available for the tenant when the order for possession takes effect;
- (d) that alternative accommodation is to be let as a separate dwelling with adequate security of tenure.

For the purpose of this ground, accommodation—

- (a) is let "with adequate security of tenure" if it is let—
  - (i) on an assured tenancy, or
  - (ii) on terms which will, in the opinion of the court, afford to the tenant security of tenure reasonably equivalent to the security afforded by an assured tenancy;
- (b) is "affordable" if it—
  - (i) is no more expensive than the previous home, making these assumptions—
    - (A) that the redevelopment of the previous home has not taken place, and
    - (B) that the tenant, or predecessor in title, has continued to be the tenant of the previous home under the previous tenancy, or
  - (ii) is reasonably suitable to the means of the tenant;
- (c) is "in an appropriate location" if it is—
  - (i) reasonably close to the previous home, or
  - (ii) reasonably suitable to the needs of the tenant and the tenant's family as regards proximity to place of work;
- (d) is "overcrowded" if the result of the occupation of the accommodation by the tenant and the tenant's family would be that it would be an overcrowded dwelling for the purposes of Part 10 of the Housing Act 1985.

In this Ground—

"redevelopment", in relation to the dwelling-house that is the previous home, means—

- (a) demolishing or reconstructing the whole or a substantial part of the dwelling-house, or
  - (b) carrying out substantial works on the dwelling-house or any part of it, or any building of which it forms part;
- “relevant social landlord” has the same meaning as in Ground 6.””

**Member's explanatory statement**

This creates a new ground for possession that is available where a tenant has been provided with alternative accommodation by a registered social landlord while redevelopment affecting the tenant's original home is carried out.

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Secretary Angela Rayner

Gov 23

- ★ Schedule 1, page 168, line 27, leave out “6” and insert “6ZA (inserted by paragraph 20A)”

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Secretary Angela Rayner

Gov 24

- ★ Schedule 1, page 170, line 10, leave out from “paragraph” to end of line 11 and insert “for the words from “The tenancy” to “devolved” insert “The tenancy has devolved on a person (the “new tenant”)”;

- (aa) after the first unnumbered paragraph insert—

“But, if the new tenant is occupying the dwelling-house as the new tenant's only or principal home immediately before the death of the former tenant, an order for possession on this Ground may not be made unless—

- (a) the tenancy has previously devolved on the former tenant under a will or intestacy (whenever that devolution occurred), or
- (b) the tenancy is a special tenancy immediately before the death of the former tenant.

In this Ground “special tenancy” means—

- (a) a tenancy of social housing (within the meaning given by Part 2 of the Housing and Regeneration Act 2008) where the landlord is a private registered provider of social housing;
- (b) a tenancy entered into pursuant to a rent-to-buy agreement (which has the same meaning as in Ground 1B) where the landlord is a private registered provider of social housing;
- (c) a tenancy of supported accommodation, within the meaning given by paragraph 12 of Schedule 2;
- (d) a tenancy where the former tenant's occupation of the dwelling-house is in pursuance of a local housing authority's duty to the tenant under section 193 of the Housing Act 1996 (and here “local housing authority” has the same meaning as in Ground 5G);

- (e) a tenancy which meets the conditions in paragraphs (a), (b), (d) and (e) in the first paragraph of Ground 5H.””

**Member's explanatory statement**

This removes the possibility of using Ground 7 where the person who inherits was residing in the dwelling-house, except where the deceased person had themselves inherited the dwelling or where the tenancy is a “special tenancy”.

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**Secretary Angela Rayner**

**Gov 25**

- ★ Schedule 1, page 172, line 31, leave out “Grounds 2ZA, 2ZC, 5C, 5H and 6A” and insert “certain Grounds”

**Member's explanatory statement**

This is consequential on Amendment 26.

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**Secretary Angela Rayner**

**Gov 26**

- ★ Schedule 1, page 173, line 4, at end insert—

“(ea) amend the definition of “special tenancy” in Ground 7;”

**Member's explanatory statement**

This enables the definition of “special tenancy” in Ground 7 to be amended by regulations subject to the affirmative procedure.

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**Secretary Angela Rayner**

**Gov 31**

- ★ Schedule 2, page 179, leave out lines 42 and 43 and insert—

“27 The Local Government and Housing Act 1989 is amended as follows.

28 In Schedule 10 (security of tenure on ending of long residential tenancies)—

(a) in paragraph 5(1)(a), omit “, other than Ground 16”;

(b) for paragraph 5(2) substitute—

“(2) Ground 6 in Schedule 2 to the 1988 Act may not be specified in a landlord’s notice to resume possession if the tenancy is a former 1954 Act tenancy.

(2A) Where that Ground applies to any other long residential tenancy in accordance with sub-paragraph (1), it is to apply as if—

(a) in paragraph (b) of that Ground, the words “, but only in a case where section 7(5ZA) applies in relation to the tenancy,” were omitted;

(b) in the general redevelopment conditions, paragraph (f) was omitted.”;

- (c) in paragraph 6(3)(c)—
    - (i) omit “(other than an assured shorthold tenancy)”;
    - (ii) for “5” substitute “5H”;
  - (d) in paragraph 11(3)—
    - (i) in the opening words, omit “(not being an assured shorthold tenancy)”;
    - (ii) in paragraph (c), for “5” substitute “5H”;
  - (e) in paragraph 11(5)—
    - (i) in the opening words, omit “(not being an assured shorthold tenancy)”;
    - (ii) in paragraph (c), for “5” substitute “5H”;
  - (f) in paragraph 12(1), omit “or Chapter II”;
  - (g) in paragraph 13(4), for “15” substitute “18”.
- 29 In Schedule 11 (minor and consequential amendments), omit paragraphs 103 and 108.”

**Member's explanatory statement**

This replaces the amendment made to the Local Government and Housing Act 1989 and makes new amendments to the provisions in that Act relating to security of tenure on the ending of long residential leases to take account of the changes made by Part 1 of the Bill.

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**Secretary Angela Rayner**

**Gov 32**

- ★ Schedule 2, page 182, line 12, after “(aa)” insert “where the EDMO is to be made by a local housing authority in England,”

**Member's explanatory statement**

This restricts the new requirement on local housing authorities when making an empty dwelling management order to notify the proprietor of their rights and powers under the order, including the right to grant a lease, to local housing authorities in England.

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**Secretary Angela Rayner**

**Gov 33**

- ★ Schedule 2, page 182, line 24, leave out from beginning to “(possession” and insert—
- “61A The Housing and Regeneration Act 2008 is amended as follows.
  - 61B In section 180 (right to acquire)—
    - (a) in subsection (2)(a), omit “, other than a long tenancy”;
    - (b) in subsection (2A), omit “shorthold”.
  - 62 In Schedule 11”

**Member's explanatory statement**

This makes consequential amendments of section 180 of the Housing and Regeneration Act 2008.

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**Secretary Angela Rayner**

**Gov 53**

★ Schedule 6, page 219, line 27, at end insert—

“(aa) paragraph (ca) were omitted;”

**Member's explanatory statement**

This is consequential on Amendment 18.

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**Secretary Angela Rayner**

**Gov 54**

★ Schedule 6, page 220, line 7, leave out “(ab)” and insert “(c) in case C where the “additional RSL condition” is met”

**Member's explanatory statement**

This is consequential on Amendment 19.

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## Order of the House

[9 October 2024]

That the following provisions shall apply to the Renters' Rights Bill:

**Committal**

1. The Bill shall be committed to a Public Bill Committee.

**Proceedings in Public Bill Committee**

2. Proceedings in the Public Bill Committee shall (so far as not previously concluded) be brought to a conclusion on Thursday 28 November 2024.
3. The Public Bill Committee shall have leave to sit twice on the first day on which it meets.

**Consideration and Third Reading**

4. Proceedings on Consideration shall (so far as not previously concluded) be brought to a conclusion one hour before the moment of interruption on the day on which those proceedings are commenced.
5. Proceedings on Third Reading shall (so far as not previously concluded) be brought to a conclusion at the moment of interruption on that day.
6. Standing Order No. 83B (Programming committees) shall not apply to proceedings on Consideration and Third Reading.

**Other proceedings**

7. Any other proceedings on the Bill may be programmed.
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## Withdrawn Amendments

The following amendments were withdrawn on 27 November 2024:

4