

## **Written information that must be given to tenants: guidance for landlords and agents**

From 1 May 2026, you will need to give all new tenants, and some existing tenants, written information about the key terms of the tenancy. This will ensure that you and your tenants have a written record of the tenancy's terms.

This guidance has been produced to help you understand what information you must provide. The full requirements that landlords must comply with are set out in the statutory instrument that puts this into law.

You are required to give this information if:

- You are a private landlord or a Private Registered Provider of Social Housing and the tenancy is not a social housing tenancy. If you are a letting agent or property manager acting on a landlord's behalf, you can also give this information to a tenant.
- You are letting the property on an assured tenancy.

It is expected that you will decide to include this information in a written tenancy agreement, but you can give it separately if you wish. If you are using written tenancy agreements, you may be providing a lot of this information already.

This is not intended to be the full list of information that you will include in a tenancy agreement or otherwise give to the tenant. This list is the minimum information that you must give to your tenant. You may want to include other things in a tenancy agreement that are relevant to you, your tenant or the property, as long as those terms comply with the law.

You do not need to use the exact wording in the legislation or in the guidance below, but you do need to ensure the specified information is covered in what you give to tenants.

You only need to give this information to tenants you are entering into a tenancy agreement with. For example, you do not need to give this information to prospective tenants who are viewing the property.

This guidance is a draft and the content may change. We are publishing it now to give you time to prepare, and will publish the final version in March.

### ***When you need to give this information***

You will need to give this information when you create a new tenancy on or after 1 May 2026. You will need to do this before you and your tenant sign a tenancy agreement or otherwise agree the tenancy (for example, before you agree the tenancy verbally).

You will also need to give this information to tenants with existing assured tenancies (which includes assured shorthold tenancies), created before 1 May 2026, if the tenancy

is based entirely on a verbal agreement – meaning there is no written record of the tenancy’s terms. You will need to give this information to your existing tenants by 31 May 2026.

If you already have a written tenancy agreement for an existing tenancy, or any written record of the tenancy’s terms, then you do not need to provide this information. Instead, you must give your tenants a government-produced document, called the Renters’ Rights Act Information Sheet 2026, that tells them how changes being made by the Renters’ Rights Act might affect the tenancy. [This has been published online](#), and you have until 31 May 2026 to give it to your existing tenants.

### **Landlord(s) name and address**

You must include:

1. Your name (or the name of the landlord, if you are a letting agent or property manager acting on a landlord’s behalf) and the name of any other joint landlords that you let the property with.
2. A postal address in England or Wales where the tenant can send legal notices to you – for example, a notice to end the tenancy. This does not need to be the address of where you live, but it must be an address where you can receive post. This could include a business address.

You do not have to provide your phone number or email address. You can choose to include these if you would like the tenant to be able to contact you by phone or email. This could be helpful if you would like them to report repairs to you via phone or email.

You can also choose to include the contact details of a property manager or letting agent, if you have one, but you do not have to do this. You will need to ensure they agree that you can include their contact details.

### **Tenant(s) name**

You must include the names of all tenants, including joint tenants.

### **Property address**

You must include the address of the property where the tenant will live.

### **Tenancy start date**

You must include the date the tenant is first entitled to possession of the property. This means the first day when they are allowed to move into the property.

### **Rent amount and when it is due**

You must include the amount of rent and when payment is due.

### **Rent increases**

You must include a statement that if you make a new proposal to increase the rent, you will serve a notice on your tenant in accordance with Section 13 of the Housing Act 1988.

Section 13 of the Housing Act 1988 covers the rules on how landlords in the private rented sector can increase the rent.

‘In accordance with Section 13’ means that you will comply with the rules in Section 13 on how to serve the right notice in the correct way. You can choose to just say that you’ll serve a notice in accordance with Section 13 of the Housing Act 1988. You can also choose to include more information on some of those rules, if you would like to, but you do not have to do this.

[You can find more information on rent increases and the Section 13 process here.](#)

### **Bills**

If the rent amount includes bills, then you must explain which bills are covered.

You do not need to say how much of the rent covers the cost of bills, but you can choose to include this, if you would like to.

You may decide to ask tenants to make separate payments to you or someone else connected to you, for the purpose of paying bills. If you do this, you must explain:

1. What bills any separate payment will cover
2. How much is due for each bill - or an explanation of how and when you will tell the tenant this information
3. When each bill payment is due - or an explanation of how and when you will tell the tenant this information.

You only need to give your tenant this information for certain bills. These are:

- Council tax
- Utilities, including electricity, gas or other fuel, water, sewage
- A TV licence
- Communications services, including telephone, internet, cable TV and satellite TV
- Energy efficiency improvements under a green deal plan.

You only need to give this information for bills that will be covered by the rent or which tenants must pay you separately for. You do not need to explain which bills the tenant is responsible for making their own arrangements for, or for paying directly to the supplier themselves. You can choose to include this information.

You cannot require the tenant to give you money for any bills that are not included in the above list. If you do this, you may be breaking the law. [More information on the fees you can charge a tenant for is available here.](#)

### **Deposit**

You must include the amount of the tenancy deposit, if you have taken one or plan to take one from your tenant.

Rules on tenancy deposits mean you must give specific information to your tenants within 30 days of receiving the money. For example, this includes which government-approved scheme you have or will store the deposit in. You do not have to give this tenancy deposit information at the same time as when you provide the other information on the tenancy terms in this list, but you can if you want to.

[More information on the rules on tenancy deposits is available here.](#)

### **Tenant ending the tenancy**

You must include the minimum amount of notice your tenant must give you, when they serve a notice to end the tenancy.

This can be any length of time, as long as it does not exceed two months.

Under changes made by the Renters Right's Act, you cannot require the tenant to give more than two months' notice.

You can agree with the tenant in writing to change the length of time later, as long as the new timeframe is also less than two months. For example, the tenancy agreement can say the tenant must give two months' notice to end the tenancy and then you can later agree in writing that they can give one month instead. All joint tenants must agree to this change as well.

If you do not include this information, the notice period will automatically be two months.

You only need to give this information if section 5(1) of the Protection from Eviction Act 1977 (notices to quit by tenants under assured tenancies) applies to the tenancy. This law covers how tenants can end the tenancy. It applies to the vast majority of private assured periodic tenancies.

[More information on tenants ending the tenancy is available at here.](#)

### **Landlord ending the tenancy**

You must explain that:

- In most circumstances, you will only be able to end the tenancy by obtaining an order for possession and the execution of that order.

You do not need to include information on what the circumstances are where you do or do not need to follow this procedure.

The only circumstance where you would not need to obtain an order for possession is where the Secretary of State has given you written notice that the occupier of the premises is disqualified from occupying premises under a residential tenancy agreement because of their immigration status. In this circumstance, the landlord should serve the occupier a notice to end the tenancy under the relevant immigration legislation instead.

- If you try to get an order for possession:
  - You - or one of the other joint landlords, if you are a joint landlord - will usually need to serve a possession notice.
  - You must explain that you will use the correct form and specify the ground or grounds for possession being used.
  - The minimum notice period you provide the tenant before beginning court proceedings will depend on the ground or grounds being used.

[More information on the process on ending a tenancy is available here.](#)

### **Giving prior notice**

To use some of the possession grounds, you must have told the tenant in writing at the start of the tenancy that you may use them. This is called giving your tenant 'prior notice'.

To give prior notice, you only need to explain that you may seek possession of the property using the ground.

The grounds that private landlords will need to do this for are: 2ZA to 2ZD, 4, 4A, 5 to 5H or 18.

- 2ZA to 2ZD – where there is a superior lease
- 4 – student occupation
- 4A - properties rented to students for occupation by new students
- 5 - ministers of religion
- 5A - occupation by agricultural worker
- 5B - occupation by person who meets employment requirements
- 5C - end of employment by the landlord
- 5D - end of employment requirements
- 5E - occupation as supported accommodation

- 5F - dwelling-house occupied as supported accommodation
- 5G - tenancy granted for homelessness duty
- 5H - occupation as 'stepping stone accommodation'
- 18 - supported accommodation.

You can provide the notice in any form of writing, including in a tenancy agreement.

For most of these grounds, if you do not provide this prior notice then you will still be able to try to seek possession using the ground, but you could be liable for a fine from your local council of up to £7,000.

For ground 4A (student tenancies) you will not be able to use the ground at all.

You can find more information about the rules for individual grounds in the [grounds for possession guidance](#).

### **Fitness for human habitation**

You must explain that section 9A of the Landlord and Tenant Act 1985 places you under an obligation to ensure the property is fit for human habitation, to the extent required by that section.

You do not need to include any more information than this.

'Fit for human habitation' means that the property is safe, healthy and free from things that cause serious harm. You do not need to explain what 'fit for human habitation' means, but you can choose to include information on this if you wish to.

You only need to provide this information if Section 9A of the Landlord and Tenant Act 1985 applies to the tenancy. Section 9A applies to the vast majority of tenancies in the private rented sector. It does not apply when a new tenancy is granted to an existing tenant (or to a former tenant who is still in possession of the property) and section 9A did not apply to the previous tenancy.

[More information on the rules on properties being fit for human habitation is available here.](#)

### **Repairs to the property**

You must explain that section 11 of the Landlord and Tenant Act 1985 places you under an obligation to do the following, to the extent required by that section:

1. To keep in repair the structure and exterior of the property.
2. To keep in repair and proper working order the installations in the property for the supply of water, gas and electricity and for sanitation, and

3. To keep in repair and proper working order the installations in the property for space heating and heating water.

You only need to include this information on repairs if section 11 of the Landlord and Tenant Act 1985 applies to the tenancy. Section 11 applies to the vast majority of tenancies in the private rented sector. It doesn't apply when a new tenancy is granted to an existing tenant (or to a former tenant still in possession) and section 11 did not apply to the previous tenancy.

You do not need to provide this information if either of the following conditions are met. These are rare and are unlikely to apply to the vast majority of PRS tenancies.

- A county court order has been made under section 12(2) of the Landlord and Tenant Act 1985. This would allow the tenancy agreement to include terms that remove or limit what the landlord is required to do on repairs. If the court has made such an order in relation to the tenancy, you are not required to provide information about section 11. This is because such information may not be accurate because of the changes the court has allowed to be made.
- The property is part of a building where the 'right to manage' has been acquired by a Right To Manage (RTM) company under Chapter 1 of Part 2 of the Commonhold and Leasehold Reform Act 2002, and is still in force. If that is the case, some or all of the landlord's repairing obligations under section 11 of the Landlord and Tenant Act will have transferred to the RTM company. You are not required to provide information about section 11 in these circumstances. You may wish to provide the tenant with the name and contact details of the RTM company, so that they are able to report relevant instances of disrepair.

You cannot include clauses in the tenancy agreement that contract out of these obligations, unless authorised to do so by a county court. If you do this, the clauses will be void.

### **Electrical safety regulations**

You must explain that regulation 3 of the Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 places you under an obligation:

1. To ensure that relevant electrical safety standards are met during any period when the property is occupied under the tenancy.
2. To ensure that relevant electrical installations in the property are inspected and tested by a qualified person (as defined in the regulations) at least every five years, or as often as required by the most recent inspection and testing report if that report requires inspection and testing to be completed more frequently than this.

3. To obtain a report from the person conducting that inspection and test which gives the results and the date by which the next inspection and test is required, and to supply a copy of that report to the tenant.

Regulation 2 of the 2020 Regulations defines ‘electrical safety standards’ and ‘electrical installation’. Regulation 3 of the 2020 Regulations defines ‘qualified person’. You do not need to provide any additional information on these terms, although you can choose to do so.

You only need to provide this information if regulation 3 of the Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 applies to the tenancy.

Regulation 3 sets out the rules that landlords must follow on electrical safety standards in rental properties. Regulation 3 applies to the vast majority of PRS assured tenancies. For example, it does not apply where a tenancy is in a hostel or refuge and is also an assured tenancy, or where the right to occupy a care home is under an assured tenancy.

[You can find out more information on the rules on electrical safety standards here.](#)

### **Gas safety regulations**

You must explain that Regulation 36 of the Gas Safety (Installations and Use) Regulations 1998 places you under an obligation:

1. To ensure that any relevant gas fitting and any flue which serves a relevant gas fitting is maintained in a safe condition.

A ‘relevant gas fitting’ and ‘flue’ are those set out in Regulation 36. You do not need to provide any information on what constitutes a relevant gas fitting or flue.

2. To ensure that each appliance and flue to which that duty extends is checked for safety-
  - (i) by, or by an employee of, a member of a class of persons approved, at the time of the check, by the Health and Safety Executive, and
  - (ii) at intervals to be determined in accordance with the 1998 Regulations.

The Health and Safety Executive require that all gas safety checks are carried out by a Gas Safe registered engineer. [You can find information on the class of person the Health and Safety Executive have approved to carry out such checks here.](#)

The intervals at which gas safety checks must normally be carried out every 12 months, but this can vary in certain circumstances. For example, you can arrange for a gas safety check to be carried out at any time from 10-12 months after the

last completed check, without affecting the original expected expiry date. [You can find further detail and guidance on these requirements here.](#)

You can choose to add in additional information on the specific gas safety check intervals for your tenancy (e.g. you can state that you will do a gas safety check every 12 months), but you must also include the information that this interval will be determined in accordance with the 1998 Regulations.

3. To obtain a report from that inspection/test (which covers the results and includes the date by which the next inspection/test is required) and provide a copy to each tenant.

You only need to provide this information if there is a relevant gas fitting, as set out in Regulation 36, installed in or serving the property.

### **Disability Adaptations**

You must provide information about section 190 of the Equality Act 2010. This information must explain that:

1. Section 190 says that you are not allowed to unreasonably withhold consent to a tenant's request to make improvements to the premises if:
  - i) A disabled person occupies, or intends to occupy, the premises as their only or main home, and
  - ii) The improvement requested would, in relation to the disability, help allow the disabled person to enjoy the premises as their only or main home.
2. Section 190 does not apply if the tenancy already includes terms that do a similar thing.

You must provide information that tells your tenant that they can find the definition of "disabled person" in section 6 of the Equality Act 2010 and the definition of "improvement" in section 190(9) of that Act.

You do not need to provide more information than this.

Section 190(9) of the Equality Act 2010 defines 'improvement'. This means an alteration in or addition to the property, and includes:

- an addition to or alteration in the landlord's fittings and fixtures
- an addition or alteration connected with the provision of services to the premises
- the erection of a wireless or television aerial
- carrying out external decoration.

Section 6 of the Equality Act 2010 Act defines what is meant by ‘disabled person’. This is a person who has a physical or mental impairment that has a substantial and long-term adverse effect on their ability to do normal day-to-day activities.

You do not need to provide information about section 190 of the Equality Act 2010 if the tenant is not entitled to make improvements to the property with your permission. However, if there is a term in the tenancy preventing any improvements, a disabled tenant could potentially request, as a reasonable adjustment, a change to that term to allow them to carry out improvements with the landlord’s permission. It is possible that, in some circumstances, a refusal to make such a change could be found to be unlawful discrimination.

## **Pets**

You must explain that the tenant can keep a pet at the property if they ask to do so in line with the rules set out in Section 16A of the Housing Act 1988 and you give consent to the tenant keeping a pet. You do not have to set out what the specific rules in Section 16A are, but you can choose to do so.

You must also explain that you cannot unreasonably refuse consent to keep a pet. You do not need to set out any examples of circumstances in which it will be reasonable to refuse consent, but you can choose to include this information if you like.

[More information on the rules on pets is available here.](#)

## **Supported Accommodation**

This section applies if you provide the tenancy for the purpose of supported accommodation.

Supported accommodation for this purpose is defined as a home let -

1. by:
  - i) a housing association
  - ii) a private registered provider of social housing
  - iii) a registered charity, or
  - iv) a voluntary organisation.
  
2. to a tenant who receives care, support or supervision provided either:
  - i) by the landlord or a person acting on behalf of the landlord, or
  - ii) by someone else, if the tenant has been admitted into the accommodation in order to meet a need for care, support or supervision.

If this applies, then you must explain that the tenancy has been granted to the tenant for the purpose of supported accommodation.

You must also explain why the tenant's occupation of the property meets the definition of supported accommodation.