What changes on 1 May 2026?

From 1 May 2026, in England:

Most private rented student homes (houses and flats) move onto rolling contracts – they just carry on month to month until you or the landlord ends them.

- The legal name for these is assured periodic tenancies – but you only need to remember "rolling contract".
- The old fixed end date on your contract becomes much less important. The tenancy carries on past that date unless someone ends it properly.
- From 1 May 2026, don't assume your tenancy just stops on the date printed in the old contract. If you want to leave then, get two months' written notice in – lining up with your rent day – or you risk being charged beyond that date.
- Landlords will no longer be able to use "no fault" eviction notices – the legal name for these is section 21 notices.
- If your landlord already gave you one before 1 May 2026, it may still work.
- They cannot give new ones after that date.

To make you leave after 1 May 2026, a landlord will usually have to:

- Give you an eviction notice that gives a reason – the legal name is a section 8 notice.
- Show they are using one of the legal reasons in the Act – these reasons are called grounds for possession.
- In most cases (including the new student rule) a landlord must give at least four months' notice before they can ask a court to evict you.
- Once you are on the new system in a house or flat, you will normally be able to leave by giving 2 months' notice, as long as the date you move out lines up with your rent day (for most students, that's once a month).

There are two big exceptions:

- University halls are already in a different legal category – they carry on with fixed-term contracts.
- Most big private student blocks that are signed up to an official code (for example ANUK / Unipol or UUK / GuildHE) will move back to fixed-term contracts after one "transitional" year.

Everything below is about how this plays out for different types of student housing.

First question: did you get a "no fault" notice already?

Before anything else, if you are in a private rented house or flat, ask:

> **Have you already had a "no fault" eviction notice – a section 21 notice – before 1 May 2026?**

- Yes – your landlord is trying to use the old rules to get the property back near the end of your fixed term. Whether that works depends on whether the notice is valid.
- No – they cannot use section 21 at all after 1 May 2026. From then on they are stuck with the new system – including the new student rule explained below.

1. University halls and uni-run accommodation

Here you can mostly ignore the Renters' Rights Act.

University-owned halls are already outside the normal private rented rules.

You will still sign a fixed-term contract or licence that says exactly when you move in and when you must move out.

Your rights come from:

- your contract,
- general housing law, and
- any university or sector code of practice – not the Renters' Rights Act tenancy reforms.

So:

If you are in halls run by your university, the new Act hardly changes anything. You are still on a fixed term and expected to leave on the date in the contract.

2. Big private student blocks ("PBSA")

When we say PBSA (purpose-built student accommodation), think of:

- Large modern blocks, often with hundreds of rooms
- Run by a private company, sometimes "nominated" by your university
- Usually signed up to an approved student housing code of practice (like ANUK / Unipol)

If you live in a private block now (2025/26)

Right now:

You are probably on a fixed-term assured shorthold tenancy – the standard private rental contract.

From 1 May 2026:

Your tenancy flips into a rolling contract under the new rules (an assured periodic tenancy).

Because your provider is in an official code, they get a special version of the new student rule to help them get rooms back for the next year. They can:

- Use a student-specific ground for eviction (called Ground 4A) even if the block is not a shared house.
- Use that rule at other times of year, not just June to September.

But only if they send you a warning letter within one month after 1 May 2026 explaining they might rely on that student rule.

For you, that means:

> **Expect a letter from the provider around May 2026 explaining the change.**

If you leave at the normal end of your contract, nothing unusual happens.

If you decide to stay, they can only force you out by:
- giving you at least four months' notice, and
- going to court if you still refuse to go.

They cannot guarantee in law that you will be gone in early July just because the next tenant is booked.

Once your PBSA tenancy is in the new rolling system (from 1 May 2026 until it ends), you have the same 2-month notice right to leave and end the contract as other private renters in houses and flats.

If you've already booked a private block for 2026/27

The plan for PBSA is:

After the transitional year, most contracts in code-member private blocks will become common law tenancies – that means:

- they are fixed-term contracts,
- they sit outside the new rolling-tenancy rules, and
- the Renters' Rights Act rules on notice and rent caps do not apply in quite the same way.

For you:

> **Your booking will look like a normal fixed-term halls-style contract, with clear start and end dates.**

Your main protections will come from:

- the contract, and

- the approved code of practice (for example rules on how deposits are handled and when you can be released if you do not get your grades).

So the simple message:

> **If you are in, or moving into, a big private block that is in an official code, expect fixed-term contracts to continue. The new rolling-tenancy rules mostly affect off-street houses and flats, not big blocks.**

3. Off-street housing – houses and flats in the community

This is where the new Act really bites.

Think of:

- Shared student houses
- Student flats in town
- Smaller places that might also be rented to non-students

We can split these in two:

- Shared student houses where the landlord wants to use the special student rule (Ground 4A)
- All other off-street homes – where that rule does not apply

3.1 Shared student houses – the new “student ground” (Ground 4A)

Here we mean classic shared student houses where:

- Three or more people live together
- They are not all from the same family
- The landlord is aiming to re-let to another group of students each year

The law calls these houses HMOs (houses in multiple occupation). You don’t need the label – just think “standard shared student house”.

The Act creates a special eviction rule just for student HMOs – this is Ground 4A.

In very plain English, a landlord can only use that rule if:

- The property is a shared student house (an HMO).
- Everyone in the house was a full-time student when the tenancy was taken out, or the landlord reasonably believed they would become full-time students during the tenancy.
- The landlord gave you a written warning before you signed saying they might use the student ground later. (For tenancies that already exist on 1 May 2026, there is a one-off shortcut – they can send that warning within one month after 1 May 2026 instead.)

- You did not sign more than six months before your move-in date.
- They give you four months' notice in a proper eviction notice, and that notice ends on a date between 1 June and 30 September.
- They genuinely plan to re-let the house to students again.

If any of those boxes is not ticked, the landlord cannot use the student rule against you. They would have to rely on a different legal reason.

Also:

> **If a landlord uses a legal ground that they know they do not qualify for – or they just do not care if they qualify – and you move out because of it within four months, they can now commit an offence and may face heavy fines.**

If you are in a shared student house now (2025/26)

From 1 May 2026:

- Your fixed term turns into a rolling contract.
- Your landlord has one chance to make Ground 4A usable:
- They must send you the written warning about Ground 4A by 1 June 2026.
- They then must give four months' notice, ending on a date between 1 June and 30 September.

Even if they move instantly:

- Earliest they can serve the student-ground notice is 1 May 2026.
- Add four months and you are at 1 September 2026.

So, for summer 2026:

If you want to leave at the end of June (or whatever your contract says), you should still be able to – but from 1 May 2026 you need to treat it as a rolling contract and make sure you have given the full two months' notice, lining up with your rent day. In practice most landlords will still expect you to go then, but in law it is your notice – not the old end date – that ends the tenancy.

If you choose to stay, the landlord cannot use the student rule to force you out in time for a July or early August changeover.

The only way they might still get you out for (for example) 30 June in law is if:

- They gave you a valid no-fault section 21 notice before 1 May 2026 and
- They move quickly enough in the courts.

From 1 May 2026, once your house tenancy has become a rolling contract, you can end it by giving 2 months' notice that lines up with your rent day. You will not have to pay rent for any period after your notice runs out. If you have paid rent in advance for time after your move-out date, the landlord should refund you or treat it as an overpayment.

Once it has become a rolling contract, your tenancy does not automatically end on the date printed in your old agreement. If you want to leave on that date you will normally need to give at least two months' written notice that ends on your rent day. If you simply move out on the "end date" without giving notice, the landlord can argue that the tenancy – and your rent liability – carries on until your notice expires or they clearly accept that you have surrendered the tenancy.

If you've already signed for a shared student house for 2026/27

Your contract probably says something like:

> **"Tenancy from 1 July 2026 to 30 June 2027."**

Under the new rules:

Legally it will be a rolling monthly contract from day one. The "end date" is more like a target than an automatic cut-off.

You will be able to leave on two months' notice. The landlord will only be able to evict you if they can prove a legal ground and have followed the rules.

The real risk is overlap:

If the current group moves out as usual, you move in as usual.

But if they decide to stay and there is no valid no-fault notice, the landlord cannot realistically guarantee that Ground 4A will get them out in time for your July or August start date.

So the summary for students is:

> **If you've signed a shared student house for July or August 2026, it will probably be fine – most people still leave at the end of the year. But your landlord cannot truthfully promise that the current tenants will definitely be out on time under the new law. There is a small but real risk of delay.**

In the future, if you'd like to leave your property at any point, you can give 2 months' notice (once you've moved in), and would have no obligation to pay additional rent beyond that.

Joint tenancies – one person's notice can end it for everyone

Most student houses use joint tenancies, which means:

- All your names are on one contract.
- You are jointly responsible for rent and damage.

- And when it becomes a rolling contract, if any one of you gives valid two-months' notice, that notice normally ends the tenancy for everyone.

So in a six-bed house:

If one flatmate serves proper notice to leave, the whole tenancy ends, not just their "share".

The remaining five either:

- negotiate a new tenancy with the landlord, or
- all have to move out.

That is likely to make landlords push towards individual room contracts over time. For now, students need to know:

> **In a joint tenancy, one housemate's notice can end the tenancy for all of you. Agree rules in your group before anyone writes to the landlord.**

3.2 Other off-street homes – where there is no special student rule

This is everything like:

- A one-bed or two-bed flat
- A house shared with your partner or family
- A house where some people are students and some are not
- A small place that is not treated as an HMO for the student rule

Here, you are basically treated like any other private renter. As with shared houses, once your tenancy has become a rolling contract, it will not end automatically on the date printed in your old agreement – you will usually need to give two months' notice, ending on a rent day, if you want to leave then.

From 1 May 2026:

Your tenancy becomes a rolling contract.

The landlord cannot use the student-only rule (Ground 4A), because the conditions are not met.

To evict you, they have to use one of the general legal reasons, for example:

- They genuinely need to move in themselves.
- They genuinely need to sell the property.
- There are serious rent arrears or very serious behaviour problems.

If none of those apply and you want to stay, it is very hard for them to remove you just because they have promised the home to someone else.

If you have already signed one of these tenancies for 2026/27, the message is similar:

> **Your contract will be a rolling tenancy from 1 May 2026. You can usually leave on two months' notice. The landlord cannot just end the current tenant's contract because yours says you are moving in – they will need a valid legal reason.**

Rent up front – what actually changes?

From 1 May 2026, the rules on how much rent can be demanded in advance change for most houses and flats in the private rented sector.

For tenancies covered by the new system (your rolling "assured" tenancies):

Before you move in
Once you have signed the contract, your landlord is only supposed to require up to one month's rent in advance (or roughly four weeks if you pay weekly). They should not be insisting on a whole term or year up front as a condition of getting the keys.

After you have moved in
For rent that falls due after 1 May 2026, the landlord is only supposed to insist that you pay one rent period at a time – usually one month.

Clauses that say things like "you must pay each term's rent in one lump sum in advance" are not meant to be enforceable any more for these rolling contracts.

So if your tenancy in a house or flat carries on past 1 May 2026:

Any rent you have already paid in advance (for example a term's rent you paid back in March) still counts towards the period it was agreed for – there is no automatic right to a refund just because the law changed.

But for future payments after 1 May, once your contract has become a rolling tenancy, your landlord is not supposed to require you to keep paying in big lump sums. You should be able to insist on paying month by month instead.

They can still accept termly payments if you genuinely prefer that – the key change is about what they are allowed to insist on.

Important limits:

These protections apply where your home is in the new assured tenancy system – mainly off-street houses and flats (including older ASTs that carry on and become rolling contracts on 1 May 2026).

They do not apply to contracts that sit outside that system – for example:

- most university-run halls, and

- most private PBSA blocks in an official code once they switch over to using common-law / fixed-term style agreements.

So the simple advice is:

> **If you are in a house or flat covered by the new rules, your landlord should not be demanding more than one month's rent up front for periods after 1 May 2026. If you are being pushed to pay a whole term or year at once, especially after that date, get advice.**

Warnings for students booking 2026/27 accommodation

If you're booking a house or flat for summer 2026 or 2026/27:

Your "fixed-term" contract won't actually be fixed-term. From 1 May 2026, it becomes a rolling monthly contract. That end date of June/July 2027 in your contract? It's basically meaningless unless your landlord follows very specific legal procedures.

The people in "your" house right now might not move out on time. Landlords cannot guarantee current tenants will leave by your move-in date. If current tenants decide to stay past June/July 2026, your landlord will need to give them 4 months' notice (and might not even be able to use the student-specific eviction rule). You could be left with nowhere to live.

One housemate giving notice ends the tenancy for everyone. If you're in a joint tenancy and one person serves two months' notice, the whole contract ends. All of you either renegotiate with the landlord or move out. This could happen mid-year over a falling out.

Most landlords and agents haven't told students any of this. Properties are being advertised exactly as before, with no warnings about how the Renters' Rights Act changes everything. Many agents admit they're not ready themselves.

You might end up paying for properties you can't move into. If there's a delay getting current tenants out and you've already paid July/August rent in advance, you could be paying for two properties at once.

The summer 2026 changeover is the danger zone. Your landlord has until 1 June 2026 to send current tenants the special notice required to use the student eviction rule. Even if they send it on 1 May, the earliest those tenants can be forced out is 1 September 2026 – well after most contracts say new students should move in.

Different rules apply to different types of housing. University halls are fine. Big private blocks (PBSA) will mostly be fine. Small shared houses (3+ bedrooms, 3+ students) have some protection via Ground 4A. But 1-2 bed flats or houses shared with non-students? Landlords have almost no way to guarantee they'll get possession for you.

You can leave on 2 months' notice once you've moved in. This is the upside – but only after you've actually taken possession. If you're stuck unable to move in, or decide to leave mid-year, you're not trapped. But your leaving could end it for everyone else in a joint tenancy.

Paying rent upfront won't work the same way. Landlords can only demand one month's rent in advance for periods after 1 May 2026. Those old arrangements where you paid a term or year upfront? Not legally enforceable anymore for the new system. This is particularly messy for international students.

Nobody seems to know what contracts you'll actually be signing. The government hasn't published the mandatory new tenancy agreement terms yet. We're less than six months from implementation and standard contracts don't exist.

Bottom line: If you're signing now for July/August 2026, you're taking a gamble that everything will work out. The law creates genuine risks that current tenants won't leave on time, and landlords are marketing properties as if none of this exists.