

Property professionals seminar – Renters' Rights Bill & other legal updates

5 August 2025

Willans LLP solicitors

Suzanne O'Riordan

Nick Southwell

Bethen Abraham

Katie Charlton



A bit about Willans LLP



We have a solid reputation for providing first-class legal advice, high-calibre yet approachable lawyers, and exceptional client care to businesses, charities and not-for-profit organisations and people.

We act for local, national and overseas clients from our Cheltenham offices.


713+
COMBINED YEARS'
EXPERIENCE


£120k
RAISED FOR CHARITIES
SINCE 2012


1947
THE YEAR OUR
CHELTENHAM LAW
FIRM WAS ESTABLISHED


44 OUTSTANDING
RECOMMENDATIONS IN
NATIONAL LEGAL GUIDE

Lexcel
Legal Practice Quality Mark
Law Society Accredited

Bethen Abraham and Katie Charlton

Willans LLP solicitors

Renters' Rights Bill – change!!

Nobody likes change...

- Letting agent, peacekeeper, counsellor...
- 5 stages of grief
- Acceptance
- Get ready...
- Think about who is really going to be impacted by this.



Renters' Rights Bill – Third reading: 3 “key” amendments



Please note that slides are the copyright of Willans LLP and are for guidance only and not intended to replace tailored legal advice. If we can be of further assistance, please contact us.

Implementation / Commencement Date



Please note that slides are the copyright of Willans LLP and are for guidance only and not intended to replace tailored legal advice. If we can be of further assistance, please contact us.

Key amendment 1 – Pets!

Pet deposits and insurance

- Pet insurance X
- Pet deposits ???
- 3 weeks' rent
- All to be scrapped ???
- = Increased rent



Key amendment 2 – Ground 1A

Ground for selling the property

- New Section 8 ground
- Restricted period
- Currently 12 months
- Proposed to reduce to 6 months



Key amendment 3 – Ground 4A

Student lets

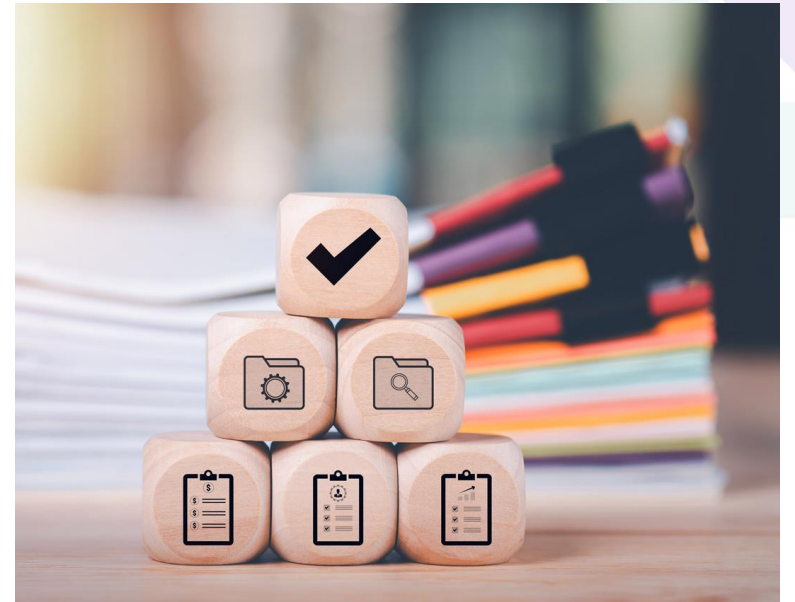
- Previous draft = Ground 4A for HMO student properties
- Amendment proposed of it being for any student property regardless whether HMO or not.



Section 21 notices

Will they be valid if served before the Commencement Date?

- From the Commencement Date, Section 21 evictions will be abolished.
- All ASTs will become ATs on the Commencement Date.
- Exception for cases where Section 21 notice has been served prior to the Commencement Date.
- Time limit to apply for an order for possession.



Section 21 notices

But for now, Section 21 is still in place...



Conflicting case law

Gas safety requirements for Section 21

- The 2023 case of *Blagg*
- Vs
- The 2025 case of *Robert Jones*
- Unclear what the compliance requirements are going to look like.
- Remains important to comply.



Blagg v Gharbi & Gharbi, Manchester County Court [11 May 2023]

- AST commenced in December 2016
- Became statutory periodic
- Tenants argued:
 1. No valid GSC at start of tenancy
 2. No subsequent GSCs
 3. Most recent GSCs had technical defects = invalid.



Blagg v Gharbi & Gharbi, Manchester County Court [11 May 2023]

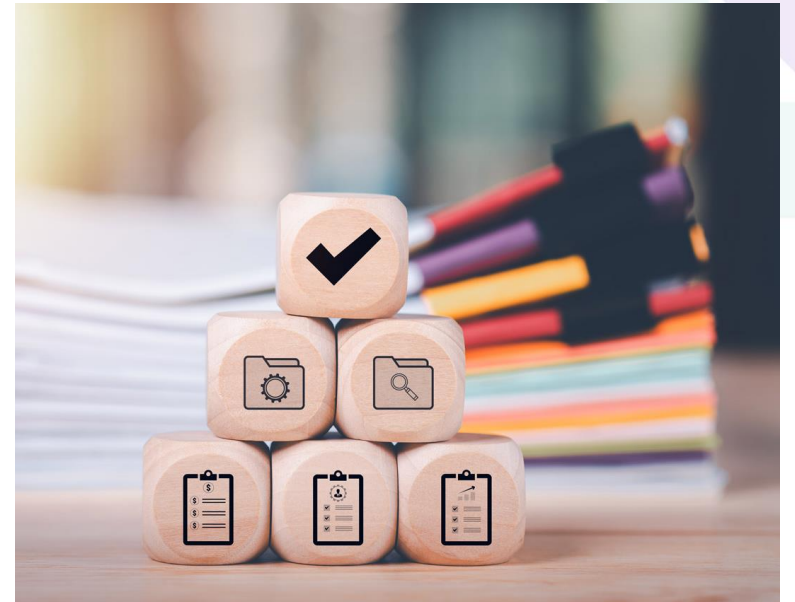
- The Judge found:
 1. No valid GSCs had been given at the start of the tenancy or subsequently.
 2. Necessary for **all** successive GSCs to be provided to tenants for a valid Section 21.
 - Why?
 - Claim form (N5b) specifically asks for them – CPR 55.13.
 - The obiter comments in *Trecarrell House* refer to “every safety check”.
 3. The most recent GSC didn't include the landlord's name and address – Reg 36(3)(c)(iii) = not a GSC
- Claim dismissed with landlord to pay costs!



Robert Jones (trading as DAP Properties & Ors) v Oliver Wood, County Court at Brentford [20 February 2025]

- Landlords couldn't provide a copy of the initial GSC.
- Gave witness evidence on their usual practices and procedures, plus provided an invoice.
- Similar questions:
 1. Whether the initial GSC had been provided at the commencement of the tenancy.
 2. Whether intermediate GSCs had been provided.

Note: It was accepted that the most recent GSC had been provided prior to S21 notice.



Robert Jones (trading as DAP Properties & Ors) v Oliver Wood, County Court at Brentford [20 February 2025]

- Judge found:
 1. Accepted the landlord's evidence and found that the initial GSC had been provided – balance of probabilities.
 2. Tenants did not forward any legal argument or authority (acting in person). Found reg 36(6) requires:
 1. Provision of the GSC which was valid when the tenant moved in; and
 2. Provision of the GSC which was valid when the Section 21 notice was served.

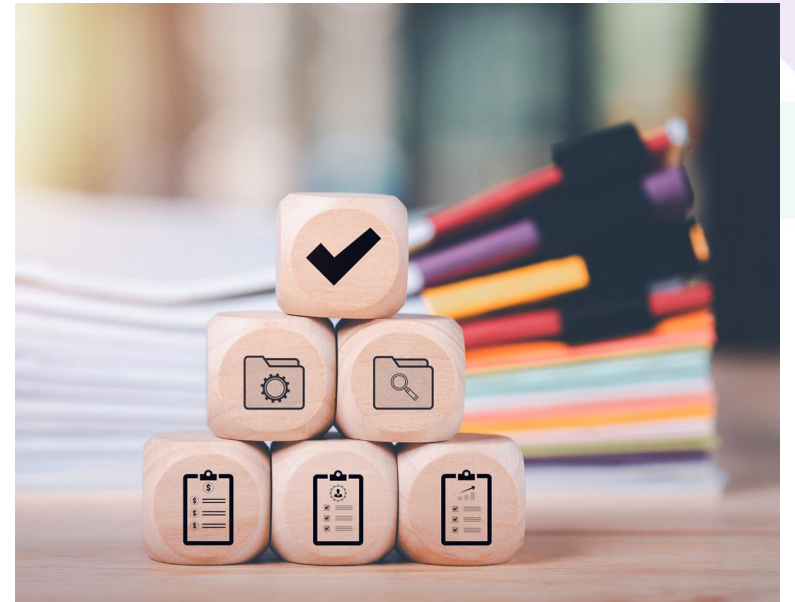
So, it wasn't necessary for the validity of Section 21 to consider whether intermediate GSCs had been provided.

- Possession order made.



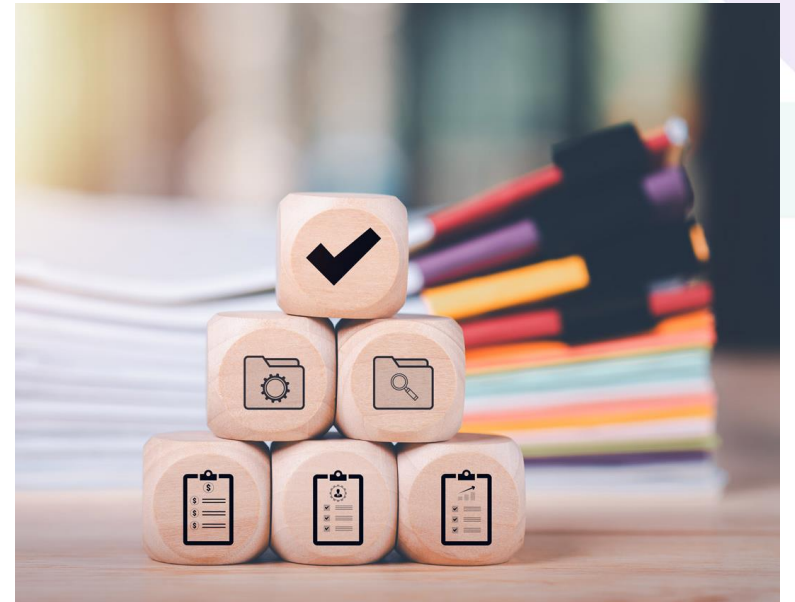
Barakzai and Barakzai v Fenech and Fenech, Brentford County Court [19 September 2024)

- Revisiting question 3 – GSC validity requirements
- Tenants argued defects with the GSCs being:
 - Included the name and registration number of the engineer, but no separate signature.
 - One of the GSCs didn't include the landlord's name and address.
 - At least one GSC had a gap of more than 12 months.



Barakzai and Barakzai v Fenech and Fenech, Brentford County Court [19 September 2024]

- Judge's finding on the signature:
 - None of the GSCs were signed, but there was a clear space for a signature to be added.
 - Signature was necessary to authenticate the record. Validity requires strict compliance.
 - Didn't comply with section 21A Housing Act 1988, as GSC requirements not met = invalid Section 21.
- Judge's finding on the time gap
 - The case of *Trecarrell* was relied upon, in which it was found that this was not a requirement for section 21.
- Judge's finding on landlord name and address
 - Yet to be seen...
 - Unlikely to have caused an issue here as if it was invalid, it wasn't the first or last GSC. Still believed to be a requirement.



Disclaimer

The purpose of this presentation is to give general information on the subject matter presented.

It is not intended to be a comprehensive analysis of the subject matter that is being discussed or presented in written or verbal form. The information is believed to be correct as of June 2025.

It is not intended to be a substitute for formal advice from the appropriate person in the organisation to a client under the terms of a suitable signed engagement letter.

Q&A

Pre-submitted questions

1. Landlord database – will it be in the public domain? Will there be confidentiality?
2. AML checks – does one AML check cover the landlord or do you have to do AML on every property owned?
3. Possession proceedings with invalid GSCs – if previous GSCs have not been signed, what can we do?

If you want to know more, contact us...

Nick Southwell

Partner

☎ : 01242 54941

✉ : nick.southwell@willans.co.uk



Bethen Abraham

Solicitor

☎ : 01242 542920

✉ : bethen.abraham@willans.co.uk



Suzanne O’Riordan

Partner, head of residential property

☎ : 01242 542919

✉ : suzanne.oriordan@willans.co.uk



Katie Charlton

Trainee solicitor

☎ : 01242 383291

✉ : katie.charlton@willans.co.uk



Keep up-to-date

Sign up to get details on future seminars, webinars or any of our bulletins.



Scan to subscribe

Subscribe

www.willans.co.uk/subscribe

Events & training

www.willans.co.uk/events



CONTACT US

When you want the best
outcome, you need the best

COMMUNICATE

 +44 (0)1242 514000

 law@willans.co.uk

 www.willans.co.uk

VISIT

Willans LLP, solicitors
34 Imperial Square
Cheltenham
Gloucestershire
GL50 1QZ, UK

CONNECT

 Willans LLP, solicitors

 Willans LLP, solicitors

 @willansllpsolicitors_



KNOWLEDGE HUB

Visit our Knowledge Hub for the latest
legal updates, news, events & training:
www.willans.co.uk/knowledge

