

The Renters' Rights Survival Guide

Possession notices, rent increases, and rent back – without a solicitor



The map I wish I'd had



I built Start My Claim after representing myself twice — through my own divorce and a small claims dispute, both without a solicitor. What I learned is that these processes are designed for ordinary people — the hard part usually isn't the law itself, it's not knowing what happens next. That grew into employment tribunals, small claims, scam refunds, and now renters' rights, because the same gap keeps showing up: people who are in the right, with no map of what comes next.

This guide won't do the work for you, but it will show you the whole road, whichever situation is yours — a notice on the mat, a rent increase, a landlord who broke the rules, a deposit gone missing. The steps, the costs, the timings, and where people trip up.

And if you get stuck, reply to any email we send you. I read every reply.

Paul Keene · Founder, Start My Claim

This guide covers England. The Renters' Rights Act 2025 and the possession and rent-increase rules described here are England-only — Wales, Scotland and Northern Ireland run different systems for renting. This is general guidance on the renters' rights process — it is not legal advice about your individual case. Every figure is checked against official primary sources; the version and date on the back cover tell you exactly how current your copy is.

What's already free

Before anything else in this guide costs you a penny (some of it never will) — here's what a free Start My Claim account already gives you. No card, no trial that quietly starts charging.

Landlord Check

One postcode and a name pulls together four public registers — council licensing, Companies House, past tribunal decisions, and published banning orders — in one place.

Licence Checker

Confirms whether your property needed an HMO or selective licence, and routes you straight to your council's public register to check if your landlord actually held one.

Notice Doctor

Checks a Section 13 rent-increase notice or a Section 8 possession notice against the rules that make it valid — right form, right notice period, right timing.

RRO estimator & rent-increase deadline calculator

See a realistic range for a rent repayment claim, or exactly how many days you have left to challenge a rent increase, before you commit to anything.

Also free

A limited amount of Case Companion AI — ask it questions about your situation, any time. (Unlimited access comes with the paid products on the back page.)

startmyclaim.ai/renters-rights — set up a free account in a couple of minutes. Nothing here ever asks for a card.

Which situation is yours?

Renters' rights disputes aren't one road — they're several, and the right next step depends entirely on which one you're on. Find yourself below.

NOTICE RECEIVED

A Section 8 possession notice has arrived (Section 21 no longer exists). Check it's valid, and build a defence if you want to stay — page 11.

RENT INCREASE

A Section 13 notice (Form 4A) proposes a higher rent. You can refer the amount to the tribunal — but only before the effective date passes — page 13.

LANDLORD BROKE THE RULES

Unlicensed letting, illegal eviction, harassment, a banning-order breach, an ignored improvement notice. You may be able to claim back up to 24 months' rent — page 12.

DEPOSIT NOT PROTECTED

Your deposit was never registered, or you never got the prescribed information. A different Act, a different route — page 14.

ILLEGAL EVICTION, RIGHT NOW

Locks changed, belongings removed, threats made. This needs action faster than this guide's pace — page 15, before anything else.

DISREPAIR

Damp, mould, a landlord who won't fix things. A real claim, on different rules, usually needing expert evidence — see the note on page 14.

More than one box ticked? That's common — a landlord who ignored repairs might also have let an unlicensed property. Deal with the most urgent situation first (illegal eviction, then a possession deadline), then come back for the rest.

Are you still in time?

Unlike a small claim, renters' rights doesn't run on one deadline. Each situation has its own clock, and some are unforgiving.

12_{mth}

To apply for a Rent Repayment Order

from the landlord's last offence · Housing & Planning Act 2016 s.41

14_d

To file a defence to a possession claim

from the date the court papers arrive

0

days' grace on a rent-increase notice

the right to challenge ends the moment the effective date passes

6_{yrs}

To claim an unprotected deposit

Limitation Act 1980 — a county court claim, page 14

24_{mth}

Maximum rent an RRO can cover

a different number from the 12-month application deadline — see below

The Rent Repayment Order deadline is the one people misjudge most: it's **12 months to apply**, not 12 months to wait around. Once the application is made, the tribunal can then award up to **24 months' rent** — two different clocks, easily confused. If you're close to any deadline, act on it first and gather the rest of your evidence after.

The road map

Every situation on page 4 has its own path — this maps the fullest one, a Rent Repayment Order, start to finish. Defending a notice or challenging a rent increase follows a similar shape but shorter; see pages 11 and 13.

1 Confirm the offence

Run the free Landlord Check and Licence Checker — unlicensed letting, illegal eviction, harassment, a banning-order or improvement-notice breach all qualify.

2 Build the evidence bundle

Council licensing records, tenancy agreement, rent payment proof, correspondence. The tribunal must be satisfied beyond reasonable doubt — thin evidence loses.

3 File RRO1 with the Property Chamber

Within 12 months of the landlord's last offence. Pay the tribunal fee — around £300 in total, see page 8.

4 Directions, and any landlord response

The tribunal sets a timetable. Your landlord may submit a defence — or say nothing at all. Either way, the case moves forward.

5 The hearing, then the decision

Explain your evidence; the tribunal decides the ground and the amount. A written decision usually follows within a few weeks.

Worked example — Priya's rent repayment order

Priya rented a room in a three-bedroom shared house in Leeds for **£650** a month. Sixteen months into her tenancy, a free Landlord Check flagged that the property sat inside the council's selective licensing area — and the Licence Checker confirmed her landlord had never held the required licence.

Her evidence: sixteen months of bank statements showing the rent leaving her account, her tenancy agreement, and written confirmation from the council that no licence had ever been granted for the address. She filed her RRO1 with the Property Chamber two months after moving out — well inside the 12-month window.

The numbers: maximum possible award was $£650 \times 16 \text{ months} = £10,400$. The tribunal isn't obliged to award the maximum — it weighs the landlord's conduct. Priya's landlord had one prior council warning (an aggravating factor) but no history of harassment, and had applied for a backdated licence before the hearing (a mitigating one). The tribunal awarded 10 months' rent: £6,500.

How it ended: after the £269 Start My Claim fee and roughly £300 in tribunal fees, Priya's net recovery was £5,931 — five months after she first ran the free Landlord Check.

Your first 48 hours

Every one of these steps strengthens your position, whichever situation you're in — and none of them commits you to anything.

☐ **Work out which situation you're actually in.**

Re-check page 4 if you're not sure — the right first move for a possession notice is different from the right first move for an unlicensed landlord.

☐ **Run the free checks.**

Landlord Check, Licence Checker and Notice Doctor take minutes and tell you whether you have a case worth building.

☐ **Find your tenancy agreement.**

Almost everything downstream depends on it — the start date, the rent, who's named on it.

☐ **Gather proof of what you've paid.**

Bank statements or a rent ledger showing exactly what left your account and when.

☐ **Screenshot every message.**

Texts, emails, WhatsApps — especially anything from your landlord about the issue, dated.

☐ **Check your deadline and write it down.**

Whichever clock applies to you (page 5) — put the date somewhere you'll actually see it.

What it costs

These are tribunal and court fees — paid to HM Courts & Tribunals Service, whoever helps you with your case. They are not Start My Claim charges (our one-off pricing is on the back page).

ROUTE	FEE
Rent Repayment Order — application	£100
Rent Repayment Order — hearing	£200
Rent increase referral (Form 4A)	set by HMCTS — check gov.uk
Defending a possession claim	£0 to you
Deposit protection claim (county court)	see page 14

RRO figures: First-tier Tribunal (Property Chamber) standard fees, correct at the date on the back cover. Fee remission may be available if you're on a low income or certain benefits — check before you pay. Tribunal and court fees change; verify the current figure on gov.uk before filing.

Two facts worth knowing: defending a possession claim costs you nothing in court fees — your landlord pays HM Courts & Tribunals Service to issue it, not you. And an RRO application costs roughly £300 in combined tribunal fees before our own fee is added. For a short tenancy or a low rent, that can be a meaningful chunk of what you're likely to recover — work the arithmetic on page 18 before you file.

Why paying for help rarely adds up

For a Rent Repayment Order or a rent-increase referral, the First-tier Tribunal (Property Chamber) is, like the small claims track, largely a no-costs jurisdiction — in most cases each side pays their own costs, win or lose, and costs orders are reserved for genuinely unreasonable conduct (Tribunal Procedure Rules 2013, rule 13). That changes the economics of paying someone else to do this for you:

A solicitor

Typical rates run £150–£300+ an hour. Even a modest RRO claim involves council correspondence, a witness statement, and a hearing — a few hours easily outweighs what you'd recover, and you can't claim those fees back from your landlord.

A letting-dispute or claims company

Usually paid as a share of whatever you recover — a quarter or more isn't unusual — and the case stops being yours to control.

Entirely by yourself

Free, and plenty of tenants do it. The risk is procedural: missing the 12-month window, an incomplete evidence bundle, or the wrong form — the mistakes on page 17.

Start My Claim

One fixed fee per product — £89 to £269 depending on the route — no hourly clock, no percentage of your award, and every form in the format the tribunal or court expects.

Is self-representation right for you?

The previous page compares the cost of each route. This one is about fit, not cost — four honest questions worth asking yourself before you decide how to go about this.

Time.

Can you set aside a few hours while your situation is live — especially around any tribunal or court deadline?

Paperwork and deadlines.

Are you comfortable following a checklist and hitting dates, even when the rest of life gets busy?

Facing your landlord.

Can you stay factual and calm explaining your evidence to a tribunal or court, even if your landlord disputes it?

New terms.

Are you willing to look up a word you don't recognise rather than guess what it means? This guide's glossary (page 19) is built for exactly that.

None of this is pass or fail

Most people who read this far manage all four just fine — most renters who bring or defend one of these claims do it without a solicitor. Three honest paths, depending on how it felt reading the list above:

Entirely alone. Free, and thousands do it well. The risk is the procedural traps — the mistakes on page 17.

Alone, with Start My Claim. You stay in control of every decision; the software builds the documents in the format the tribunal or court expects, and is built to help you catch the deadlines and mistakes above before they cost you anything.

With a solicitor. Worth genuinely considering if you're facing a disrepair claim (outside our tools, page 14), several linked issues at once, or a landlord who's already instructed their own solicitor — that's a real cost-benefit call, not a failure to cope on your own.

What changed under the Renters' Rights Act

Since **1 May 2026**, your landlord cannot serve a Section 21 notice — it no longer exists. Every tenancy that was fixed-term became periodic (rolling, no end date), and the only lawful route to possession is a Section 8 notice citing a specific ground.

A Section 8 notice is not an eviction. It is a formal step: your landlord intends to apply to the county court, and you have the right to defend that claim at a hearing. You do not have to leave because a notice arrived.

GROUND 8 · MANDATORY

3+ months' rent arrears at the notice date and the hearing date. If it's made out, the court must grant possession — no discretion.

GROUND 10 & 11 · DISCRETIONARY

Some arrears, or a pattern of persistently late payment. The court must also decide it's reasonable to grant possession — more room to argue your case.

GROUND 14 · DISCRETIONARY

Nuisance, anti-social behaviour, or a relevant conviction. No minimum notice period — the court can hear it immediately.

GROUND 1 / 1A · MANDATORY

Landlord (or close family) moving in, or selling. Needs 4 months' written notice (up from 2) and can't be used inside your first 12 months as a tenant.

A notice can be defeated on its own terms: wrong form, wrong notice period, or a ground that isn't genuinely made out. And if your landlord regains possession on Ground 1 or 1A and re-lets within 12 months, that's itself an offence — worth up to 24 months' rent back through a Rent Repayment Order (page 12).

Building a rent repayment order

A Rent Repayment Order isn't a negotiation — it's an application to the First-tier Tribunal (Property Chamber), and the tribunal must be satisfied **beyond reasonable doubt** that your landlord committed a qualifying offence. That standard makes the evidence the whole game.

THE OFFENCE

Unlicensed HMO or selective letting, illegal eviction, harassment, a banning-order breach, an ignored improvement notice, or (new under the RRA 2025) re-letting within 12 months of a Ground 1/1A eviction.

THE PROOF

A council licensing search, your tenancy agreement, and rent payment records. For eviction or harassment: a dated written account, messages, and a police reference if you reported it.

THE WINDOW

Application within 12 months of the landlord's last offence. The tribunal cannot accept a late application — there is no extension.

THE AMOUNT

Up to 24 months' rent — but the tribunal decides the actual figure from the landlord's conduct, not automatically the maximum. See Priya's example on page 6.

THE STANDARD

Beyond reasonable doubt — the criminal standard, even though this is a civil application. Thin evidence loses.

This is the part our application builder handles from your case details — the RRO1 form, the witness statement, and the evidence bundle, in the format the tribunal expects. See the back page.

Challenging a rent increase

Since 1 May 2026, your landlord can only raise your rent once every 52 weeks, using the prescribed **Form 4A**, with at least 2 months' written notice. Anything else — an informal letter, a text, less notice — is not a valid increase.

1 Check the notice

Right form, right notice period, at least 52 weeks since any last increase. The free Notice Doctor does this in under a minute.

2 Decide if the amount is fair

A valid notice doesn't mean you have to accept the figure — you can ask the tribunal to assess what comparable local properties actually rent for.

3 Refer it before the effective date

The only deadline that matters here. Miss it and the increase takes effect automatically — there is no appeal after the fact.

4 Gather comparables

Similar properties nearby, actually let (not just advertised) — the tribunal weighs real market evidence, not what feels fair.

5 The tribunal sets the maximum chargeable rent

It can confirm your landlord's figure or reduce it — see below.

One thing many tenants don't expect

The tribunal can only set the rent at or below what your landlord asked for — it can never increase it beyond their own notice. Referring a fair notice costs you nothing but the paperwork.

Gathering genuine comparables and putting them in the format the tribunal expects is the part our Rent Increase Challenge tool (£89) builds from your postcode and property type. See the back page.

Deposit protection and disrepair

Not every renters' rights problem runs through the tribunal. These two are common, real, and worth knowing about — but they sit in a different part of the system, and our renters' rights products (£89–£269, back page) aren't built for either of them.

Deposit not protected

Under the Housing Act 2004, your landlord must protect your deposit in a government-approved scheme (TDS, DPS, or MyDeposits) within 30 days of receiving it, and give you the prescribed information. Miss either requirement and a court can order the deposit returned plus a penalty of one to three times its value — the county court decides where in that range, usually starting at one times and rising for deliberate or repeated failures. This is a small claims matter, not a tribunal one: Start My Claim's Small Claims tools (from £49) are built for exactly this claim.

Disrepair

Damp, mould, a broken boiler, a landlord who won't fix things — these breach your landlord's repairing obligations under the Landlord and Tenant Act 1985. England is moving toward a mandatory landlord redress ombudsman scheme, expected in the coming years but not yet in force — check gov.uk for the current position. A damages claim for disrepair usually needs expert evidence (a surveyor's report) and runs through the county court — it isn't something our software currently builds. Start with your council's environmental health team, who can take enforcement action now; a solicitor or Citizens Advice is the right next call for a formal damages claim.

Never withhold rent

Whatever the disrepair, stopping your rent payments is not a legal remedy in England — it hands your landlord a mandatory ground for possession (page 11) instead of fixing anything. Keep paying, keep records, and use the routes above.

Illegal eviction and harassment

Changing your locks, removing your belongings, cutting off your utilities, or threatening you to make you leave — these are criminal offences under the Protection from Eviction Act 1977, not just grounds for a claim later. If this is happening to you, the pace of this guide is too slow.

1 Do not leave

You have the right to return. Leaving, even briefly, can complicate everything that follows.

2 Call the police

999 if you're threatened or it's happening now; 101 for non-emergency illegal eviction. This is a crime, not a landlord-tenant dispute.

3 Contact your council

Every local authority has a duty to investigate illegal eviction, and many have out-of-hours housing teams.

4 Apply to the county court for re-entry

An injunction can be granted the same day in urgent cases. Legal aid may be available for this specifically.

5 Then think about compensation

Two routes, often both: a Rent Repayment Order (up to 24 months' rent, page 12), and a separate civil damages claim that can run well beyond that.

What Start My Claim does and doesn't cover here

Our Rent Repayment Order product (page 12) is built for the rent-recovery side of illegal eviction and harassment. The separate, larger housing-damages claim under section 28 of the Housing Act 1988 is a different, more complex civil claim outside our tools — a solicitor or your local Law Centre is the right next step for that one.

The hearing

Depending on which situation you're in, you could end up in either of two places — and they don't work the same way.

First-tier Tribunal (Property Chamber)

For Rent Repayment Orders and rent-increase referrals. A tribunal judge, sometimes with a valuer member, in a less formal setting than court — built for people without lawyers. Bring your evidence bundle; you explain what happened and answer questions. Decisions usually follow in writing within a few weeks.

County court

For defending a possession claim (and for a deposit-protection claim). A district judge, more procedural, but still designed to be navigable without a solicitor at this level. For a defended possession hearing, both sides attend and the judge decides whether the ground is made out and, for discretionary grounds, whether it's reasonable to grant possession.

In both rooms, the same habits help: three copies of everything, a one-page dated chronology, and a written statement that answers the specific ground or offence — not a general account of how unfair it's all been.

Winning at the tribunal is half the job. If your landlord doesn't pay a Rent Repayment Order, it's enforceable in the county court the same way as any other unpaid judgment.

Five mistakes that sink renters' rights claims

1 Leaving after an illegal eviction

Even briefly. You have the right to go back — leaving can be read as giving up the tenancy.

2 Missing the 12-month RRO window

The clock starts at the landlord's last offence, not when you get around to it. There is no extension.

3 Doing nothing with a Section 8 notice

It isn't self-resolving. Miss the 14-day defence deadline once court papers arrive and you lose ground you didn't need to.

4 Withholding rent over disrepair

Feels fair, isn't legal — and hands your landlord a mandatory ground for possession.

5 Missing the rent-increase effective date

The right to challenge the amount disappears permanently once that date passes. There is no appeal after the fact.

The free rent-increase deadline calculator on page 3 is built to help with mistake 5; the Notice Doctor is built to help with mistake 3, checking a Section 8 notice's validity the moment it arrives.

Is it actually worth claiming?

Three questions, answered honestly, save a lot of wasted fees:

1 • Can your landlord actually pay?

A dissolved company or a landlord who's disappeared means even a winning order stays paper. The free Landlord Check tells you what you're dealing with before you file anything.

2 • Is the likely award comfortably above the costs?

Tribunal fees for a Rent Repayment Order run to roughly £300 before you add our fee. At a low rent over a short offence period, that gap can matter — run the numbers with the free calculator before you commit.

3 • Can you evidence it, to the standard required?

Beyond reasonable doubt for an RRO; on the balance of probabilities for a deposit or possession claim. "Everyone knows he never protected it" isn't evidence — a council record, a bank statement, a dated message is.

Two yeses and a maybe? Proceed. Three nos? Sometimes the bravest decision is to walk away from the tribunal fee — and we'd rather tell you that now than after you've paid it.

Twelve words you'll meet, in plain English

First-tier Tribunal (Property Chamber) The tribunal that decides Rent Repayment Orders and rent-increase referrals	Rent Repayment Order (RRO) An order making a landlord repay rent after certain offences
Section 8 notice The only lawful way left for a landlord to seek possession	Periodic tenancy A rolling tenancy with no fixed end date — now the default for everyone
Form 4A The prescribed form a landlord must use to propose a rent increase	HMO House in Multiple Occupation — a shared property that often needs a council licence
Selective licensing A council scheme requiring landlords in a defined area to hold a licence	Mandatory / discretionary ground A ground the court must accept if proven, versus one it must also judge reasonable
Prescribed information The details a landlord must give you when they protect your deposit	Banning order A court order stopping a landlord from letting property at all
Without prejudice Settlement talk the tribunal or court won't see	Beyond reasonable doubt The high standard of proof an RRO needs — higher than most civil claims

The full plain-English glossary lives at startmyclaim.ai/glossary.

Claims, by the numbers

24_{mth}

Maximum Rent Repayment Order award

doubled from 12 months by the Renters' Rights Act 2025

12_{mth}

Deadline to apply for one

from the landlord's last offence — no extensions

1 May 2026

When the Act took effect

Section 21 abolished; periodic tenancies became the default

11 million

renters in England

now covered by these protections — ONS English Housing Survey
2023/24

And from our coverage across the other claim types — a taste of what The Claimant reports every week:

£32,400

The maximum realistic Rent Repayment Order at the average UK rent of £1,350 a month, 24 months' worth.

531,000

Employment tribunal claims hit a record high in 2026 — and 59% of claimants represent themselves at the hearing.

£85,000

The cap under the rules that usually require banks to reimburse authorised push payment scam victims since October 2024.

£10,000

The small claims track ceiling in England and Wales — most money disputes under this are yours to run without a solicitor.



The Claimant

Our plain-English publication at startmyclaim.ai/the-claimant — new articles several times a week, and not just on renters' rights: employment disputes, small claims and scam refunds too. Fee changes, new rulings, step-by-step guides, what-happens-next explainers.

If the law moves, we cover it

In language you don't need a law degree to read.

5×

articles per week

4

claim types covered

0

jargon required

Your copy:

2026/27 edition · v1.0 · accurate as of 12 August 2026. The law and rules change — verify current rules from primary sources (gov.uk, legislation.gov.uk) before relying on them for an active claim.

Do it with Start My Claim

Everything in this guide is the map. The tools do the driving. Three fixed-fee products, each built for one route through the system — pick the one that matches your situation on page 4.

	FREE	RENT INCREASE £89	POSSESSION DEFENCE £229	RRO PACK £269
Landlord Check, Licence Checker & Notice Doctor	✓	✓	✓	✓
RRO estimator & rent-increase deadline calculator	✓	✓	✓	✓
Section 13/Form 4A notice audit + referral builder	—	✓	—	—
Comparable-rents checklist	—	✓	—	—
Section 8 notice audit + N11R defence statement	—	—	✓	—
Tribunal / hearing preparation guide	—	✓	✓	—
RRO1 application, witness statement & evidence bundle	—	—	—	✓
Offence-grounds wizard & limitation clock	—	—	—	✓
Case companion questions	limited	limited	limited	unlimited

Each product is a fixed one-off fee for one route through the system. If your situation changes — a rent-increase notice turns into a possession notice, say — you buy the second product at its own price; there's no bundling across routes yet.



startmyclaim.ai/renters-rights

Scan to run the free Landlord Check on your own address.

One-off payments. No subscription. No percentage of your money.

Guidance, not legal advice · England.

THE SMALL PRINT

Start My Claim is self-service software from Vindivo Limited. We are **not a law firm, not solicitors, not a letting agent, and not a regulated claims management company**. We don't act on your behalf, don't negotiate with your landlord, and don't receive your money — you drive the case; the software does the paperwork. Outcomes are decided by the First-tier Tribunal (Property Chamber) or the county court, not by us.

The content of this guide is general information about the renters' rights process in England. It is **not legal advice** about your individual circumstances, and reading it does not create an adviser relationship. Our renters' rights tools do not cover housing disrepair claims. The law changes — verify current rules from primary sources (gov.uk, legislation.gov.uk) before relying on them for an active claim.

If you want someone to handle a claim for you, your situation involves significant disrepair, or you're facing an urgent illegal eviction, a solicitor, your local Law Centre, or Citizens Advice is the right first call.