

The Letter



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From Legislation to Lettings: What 1st May 2026 Means in Practice



With the Renters' Rights Act coming into force on 1st May 2026, much has already been said about the headline changes. As a valued landlord, you're likely familiar with the key reforms. At present, our focus lies firmly in how these changes translate into day-to-day management, compliance, and the protection of your investments. Our priority is simple: to ensure a smooth, fully compliant transition with minimal disruption to our managed clients.

This issue of The Letter will break down what we know so far, and what that means for you. We've also put together a fact sheet for Making Tax Digital and how that may affect your business. We'll also share some of what's being going on here in the Chinneck Shaw offices, and put the spotlight on one of our valued team members: Will!

So what does the Renter's Rights Mean for you, let us break it down:

Existing Tenancies:

One of the most immediate operational changes relates to tenancy structures. Fixed-term Assured Shorthold Tenancies (AST's) transition into Assured Periodic Tenancies (APT's). To support this change, Landlord are required to serve a prescribed information sheet to all existing tenants between 1st and 31st May 2026. This is a critical compliance step ensuring a lawful let and will become a key document for any future possession proceedings for example. We will be managing this process in full on behalf of all managed clients. The change from one tenancy type to another takes place on the rent day. So, for example with a monthly AST where rent is paid on the fifteenth day of the month, it will only convert to an APT on 15 May 2026. Importantly, there is no need to amend or renew existing tenancies to reflect the changes, the service of this prescribed information notifies the tenant of the legal changes to the terms of their agreement.

New Tenancies:

For new Assured Periodic Tenancies granted after 1 May 2026, in addition to amended wording for tenancy agreements, new summary information about the terms of the tenancy is required to be provided at the outset of the lettings process. This can be included in the tenancy agreement itself and provided up front or in a separate document. Chinneck Shaw with our referencing partner, Goodlord, already have a similar process for current tenancy set up under the AST regime. This process has been updated to ensure that this information is compliant with the new regulations and guidance which all of our managed clients will benefit from.

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Rent and Deposit Collection:

From a rent perspective, from the 1st May 2026, no more than 1 months' rent may be requested up front, unless this is specifically requested by the tenant. This is currently requested when applicants are self-employed without evidence of long-term accounts, or in the case of retired applicants who don't have evidence of monthly income.

In addition to this, whilst the collection of the deposit prior to signing the tenancy agreement is permitted, the first month's rent only becomes due after signing the tenancy agreement. To accommodate this, Chinneck Shaw have reviewed our processes, bringing forward the tenancy sign-up process to ensure adequate time to collect the rent prior to move-in.

Rent Reviews:

Whilst many agents and Landlords may be used to reviewing the rent as part of a renewal of tenancy each year. From Chinneck Shaw's perspective, the process of reviewing the rent during a tenancy remains much the same. Following the elapse of 12 months from the start of the tenancy (or last rent review), a Section 13 notice can be served upon the tenant to amend the rent clause of the agreement. This notice requires 2 months' notice so can be served in the 10th month of the tenancy.

Under Section 13, tenants already have the right to challenge a rent review at tribunal, but it is not widely known or taken up in Chinneck Shaw's experience. Further, Chinneck Shaw have not had a case proceed to tribunal, opting to discuss and negotiate rent reviews with both landlords and tenants, seeking to increase the rent but not at the expense of the property becoming vacant. However, given the additional publicity, we are anticipating that there could be a rise in tribunal challenges more widely in the industry.

Notice:

The abolition of Section 21 notices is another major shift, but practically, it means a more structured and evidence-based approach to possession. From the 1st May 2026, notice for possession will need to be sought under updated Section 8 Grounds, such as:

- 3 months' Rent Arrears (4 Weeks Notice);
- Intent to Sell (4 Months Notice)
- Intent to Occupy (either by self or family members) (4 Months Notice)
- Various other breaches of tenancy such as Anti-Social Behaviour or No Right to Rent status (Immediate court proceedings after serving Notice)

Landlord notices regarding intent to sell or occupy must not be served to take effect within the first 12 months of a tenancy. Further, if notice is served based on intent to sell, the property cannot be lawfully relet, if the property does not sell, for a period of 12 months. In addition to the changes to landlord notices, a less commonly talked about change is that all tenants will now need to give 2 months' notice and this must be timed alongside the rent day. We do foresee some discomfort around this point from the tenant's perspective, given that this may be difficult to accommodate when needing to move due to family, work or health reasons. Depending on the situation, perhaps most commonly financial distress, it may be that agreeing some deviation to these timescales would be beneficial for all parties.



A Happy Landlord



As a landlord, we've been using Chinneck Shaw for many years now to manage a commercial set up with many tenants. They have been excellent to deal with, always respond quickly to problems, have great attention to detail, provide a thorough monthly breakdown of rent and costs, and are a very safe pair of hands. To any landlords needing help I would highly recommend them.

Pets:

There has been quite a lot of discussion given to the changes present within the Renters Rights Act regarding pets. The Act sets out that, as of the 1 May 2026, landlords cannot "unreasonably refuse" a tenant's written request to keep a pet.

In our experience, whilst pets add an additional dynamic to a tenancy, households that are able to have pets, tend to settle down and can result in longer tenancy lengths, improving profitability over the long term.

Regarding the grounds for reasonable refusal, we understand that a landlord may be able to refuse a request where there is a genuine and evidenced concern, including:

- The property layout or size is not appropriate for the specific type or breed of animal;
- Limitations imposed by a superior lease or freeholder restrictions;
- Insurance constraints that cannot reasonably be amended or accommodated; and/or
- A genuine risk of damage to the property, disturbance to neighbouring residents, or harm to the animal's well-being

Documenting the reasoning behind any refusal along within responding within set timescales (28 days) is essential as decisions may be challenged if they are not properly justified.

In closing:

While we have taken great care in reviewing our processes and this advice, we are not lawyers and if you have any specific concerns we encourage you to take legal advice from a solicitor well versed in the new Renters Rights Act.

We can direct you to some good local firms if required.

If you have any questions about how the new framework affects our processes or your specific property or circumstances, please do get in touch. Whether you would like a portfolio review, advice on rent positioning, or simply reassurance, the lettings and management team is here to help.

The transition to the new regime is already well underway and if you are already a managed client of Chinneck Shaw you can be confident that your property is in safe, prepared hands.

Industry Update

In this section, we keep you up-to-date with all the changes to the private rented sector, including important legal developments.

Making Tax Digital for Landlords – What You Need to Know from April 2026

As many will already be well aware of, from April 2026, HMRC will begin implementing Making Tax Digital (MTD) for Income Tax Self-Assessment (ITSA), fundamentally changing how many landlords report their rental income. Initially, MTD will apply to individuals with qualifying income (including rental income) above the threshold set by HMRC (currently £50,000, with lower thresholds expected to follow in later phases).

Under MTD, landlords will be required to:

- Keep digital records of income and allowable expenses
- Use HMRC-compatible software to maintain and submit records
- Submit quarterly updates to HMRC summarising income and expenditure
- Complete an end-of-period statement (EOPS) and final declaration annually

This is a shift away from traditional once-a-year Self-Assessment return to a more frequent, digital reporting regime. Importantly, MTD does not necessarily change the amount of tax you pay, but it does change how and when you report your figures.

Given the operational and compliance implications, landlords should begin preparing early—particularly in relation to record-keeping practices and software adoption.

What This Means for Our Managed Landlords

As your managing agent, we want to ensure you are aware of all upcoming changes and how they may affect you. From April 2026, if you fall within the scope of MTD, you may need to change how you record and report your rental income and expenses. While we will continue to provide monthly statements detailing rent received and costs incurred, it is important to understand that:

- These statements are for information purposes only
- They are not designed to meet MTD reporting requirements.
- They should not be relied upon as tax advice

MTD places responsibility on landlords to maintain compliant digital records and submit accurate updates using approved software. As such, we strongly recommend that you speak with a qualified accountant or tax adviser to ensure you are fully prepared and compliant.

How We Can Support You

We recognise that many landlords rely on professional advisers to manage their tax affairs. To support a smooth transition to MTD, we are happy to work collaboratively with your accountant. We have already spoken to the accountants of many of our managed clients, but if you are unsure, please feel free to check with us or your accountant directly to ensure we are aligned with their reporting needs. With your permission, we can:

- Share your monthly or quarterly statements directly with your accountant
- Liaise with them regarding the format or detail of information required for MTD-compatible reporting
- Assist with providing structured financial data where reasonably possible

Our aim is to ensure your accountant has timely and accurate information to help you meet your obligations.

What We Need from You

If we do not already hold your accountant's details and you would like us to make contact, please provide the following at your convenience:

- Accountant's name
- Firm name
- Email address
- Telephone number

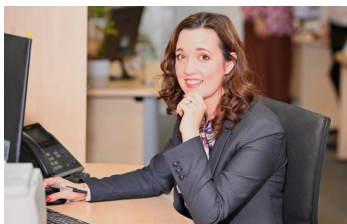
Once received, and with your consent, we will include them in relevant communications and coordinate where needed.

Final Thoughts

Making Tax Digital represents one of the most significant changes to landlord tax reporting in recent years. While the responsibility for compliance ultimately sits with you as the landlord, we are committed to supporting you and working alongside your professional advisers wherever possible.



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Chinneck Shaw attending the annual PPA Dinner, Castle Road reopens after pedestrianisation works, and work begins on our new website including new team photos. Keep your eyes peeled for our new look coming soon!

Colleague Spotlight: Will Dann

Assistant Property Manager

Will has worked with the Chinneck Shaw team on a part-time basis since September 2025 assisting with all manner of aspects of the lettings business. Currently studying Property Development at the University of Portsmouth, Will has found his work with us to be a great complement to his degree and is thoroughly enjoying his time working at Chinneck Shaw.

Will has a strong interest in the property sector, particularly focusing on sustainability and its role in shaping future developments. He is also the Vice-President of the Construction Society at the University of Portsmouth. He is involved in everything from organising events and socials to hosting upskilling sessions to support students across the university.

Outside of work, Will is a proud Manchester United supporter, as well as being sporty himself, playing five-a-side football, going to the gym, and recently taking up Golf!

Will says, "I am really pleased to be part of the Chinneck Shaw Team; they have been incredibly welcoming and supportive, and it is a genuinely positive and friendly place to work."



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