

Renters' Rights Act 2025: Offences and Penalties



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Renters Rights Act 2025 Penalties

Statutory Provision	Description of Breach / Offence	Prosecutable?	Max Civil Penalty	Suggested Starting Point for CPN (Statutory Guidance)	Higher Penalty for Repeat / Continuing?	Rent Repayment Order Available?	Notes
s.16E(1)(a) HA 1988 (inserted by s.13 RRA)	Attempting to let the property for a fixed term, in breach of the new s.4A HA 1988	No (but becomes prosecutable offence if continuing breach after 28 days or repeat breach within 5 years)	£7,000	£4,000	Yes – continuing breach (after 28 days) or repeat breach (within 5 years) becomes an offence: max £40,000 or prosecution with unlimited fine	No (unless escalates to offence under s.16J(3)/(4) HA 1988, then Yes – up to 24 months' rent)	
s.16E(1)(b) HA 1988 (inserted by s.13 RRA)	Attempting to end a tenancy by service of a notice to quit, in breach of s.5(1) HA 1988	No (but becomes prosecutable offence if continuing or repeat breach)	£7,000	£6,000	Yes – continuing or repeat breach becomes offence: max £40,000 or prosecution with unlimited fine	No (unless escalates to offence under s.16J(3)/(4) HA 1988, then Yes)	
s.16E(1)(c) HA 1988 (inserted by s.13 RRA)	Attempting to end a tenancy orally or requiring a tenant to leave orally	No (but becomes prosecutable offence if continuing or repeat breach)	£7,000	£6,000	Yes – continuing or repeat breach becomes offence: max £40,000 or prosecution with unlimited fine	No (unless escalates to offence under s.16J(3)/(4) HA 1988, then Yes)	
s.16E(1)(d) HA 1988 (inserted by s.13 RRA)	Serving a possession notice that attempts to end the tenancy outside of the prescribed s.8 process	No (but becomes prosecutable offence if continuing or repeat breach)	£7,000	£6,000	Yes – continuing or repeat breach becomes offence: max £40,000 or prosecution with unlimited fine	No (unless escalates to offence under s.16J(3)/(4) HA 1988, then Yes)	
s.16E(1)(e) HA 1988 (inserted by s.13 RRA)	Relying on a s.8 ground where the person does not reasonably believe the landlord is/will be able to obtain possession	No (but becomes prosecutable offence if continuing or repeat breach)	£7,000	£6,000	Yes – continuing or repeat breach becomes offence: max £40,000 or prosecution with unlimited fine	No (unless escalates to offence under s.16J(3)/(4) HA 1988, then Yes)	
s.16E(1)(f) HA 1988 (inserted by s.14 RRA)	Failing to provide a tenant with prior written notice that a ground requiring it may be used (Grounds 1B, 2ZA-2ZD, 4, 5-5H, 6A, 18)	No (but becomes prosecutable offence if continuing or repeat breach)	£7,000	£3,000	Yes – continuing or repeat breach becomes offence: max £40,000 or prosecution with unlimited fine	No (unless escalates to offence under s.16J(3)/(4) HA 1988, then Yes)	
s.16E(2) HA 1988 (inserted by s.13 RRA)	Re-letting a property before expiry of the 12-month no-let period after using Ground 1 (moving in) or Ground 1A (selling up)	No (but becomes prosecutable offence if continuing or repeat breach – and see also s.16J(2) offence)	£7,000	Not specified	Yes – continuing or repeat breach becomes offence: max £40,000 or prosecution with unlimited fine	No (unless escalates to offence under s.16J(2)/(3)/(4) HA 1988, then Yes)	Also constitutes the offence under s.16J(2) – see below
s.16E(3) HA 1988 (inserted by s.13 RRA)	Marketing a property for let or licence to occupy before expiry of the 12-month no-let period after using Ground 1 or Ground 1A	No (but becomes prosecutable offence if continuing or repeat breach – and see also s.16J(2) offence)	£7,000	Not specified	Yes – continuing or repeat breach becomes offence: max £40,000 or prosecution with unlimited fine	No (unless escalates to offence under s.16J(2)/(3)/(4) HA 1988, then Yes)	Also constitutes the offence under s.16J(2) – see below
s.16J(1) HA 1988 (inserted by s.15 RRA)	Knowingly or recklessly misusing a possession ground – relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000	£30,000	N/A – already an offence at maximum level	Yes – up to 24 months' rent	Standard of proof: beyond reasonable doubt

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s.16J(2) HA 1988 (inserted by s.15 RRA)	Re-letting or re-marketing a property within the 12-month restricted period after using the moving (Ground 1) or selling (Ground 1A) grounds	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000	£25,000	N/A – already an offence at maximum level	Yes – up to 24 months' rent	
s.16J(3) HA 1988 (inserted by s.15 RRA)	Continuing breach – where a person has been penalised for a breach of landlord duties (s.16D/16E) and the conduct continues for more than 28 days after imposition of the penalty or conclusion of appeal	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000	Double the starting level for the two constituent breaches added together	N/A – this provision IS the escalation mechanism	Yes – up to 24 months' rent	
s.16J(4) HA 1988 (inserted by s.15 RRA)	Repeat breach – where a person has been penalised or convicted for a breach and commits a different breach within 5 years	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000	Double the starting level for the two constituent breaches added together	N/A – this provision IS the escalation mechanism	Yes – up to 24 months' rent	
s.16D HA 1988 (inserted by s.12 RRA)	Failure to provide a tenant with a written statement of the terms of the tenancy within 28 days of the assured tenancy coming into existence	No (but becomes prosecutable offence if continuing breach after 28 days or repeat breach within 5 years – see s.16J(3)/(4))	£7,000	£4,000	Yes – continuing or repeat breach becomes offence: max £40,000 or prosecution with unlimited fine	No (unless escalates to offence under s.16J(3)/(4) HA 1988, then Yes)	Further penalty can be imposed if breach continues for more than 28 days after imposition of original penalty
s.33 RRA	Discriminating against prospective tenants because they have children (refusing to let someone view or rent a property on the basis a child would live with or visit them)	No	£7,000	£6,000	Yes – further civil penalty of up to £7,000 for continuous breach (does not escalate to offence). Additional penalty for repeat breach of same provision within 5 years.	No	Standard of proof: balance of probabilities
s.34 RRA	Discriminating against prospective tenants because of their benefit status (e.g. in receipt of Universal Credit or housing benefit)	No	£7,000	£6,000	Yes – further civil penalty of up to £7,000 for continuous breach (does not escalate to offence). Additional penalty for repeat breach of same provision within 5 years.	No	Standard of proof: balance of probabilities
s.56(2) RRA	Failure to specify the proposed rent within a written advertisement or offer of a letting	No	£7,000	£3,000	Yes – further civil penalty of up to £7,000 for continuous breach (does not escalate to offence). Additional penalty for repeat breach of same provision within 5 years.	No	Standard of proof: balance of probabilities
s.56(3)(a) RRA	Inviting or encouraging any person to offer to pay an amount of rent under the proposed letting that exceeds the stated rent	No	£7,000	£4,000	Yes – further civil penalty of up to £7,000 for continuous breach (does not escalate to offence). Additional penalty for repeat breach of same provision within 5 years.	No	Standard of proof: beyond reasonable doubt

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s.56(3)(b) RRA	Accepting an offer from any person to pay an amount of rent that exceeds the stated rent	No	£7,000	£4,000	Yes – further civil penalty of up to £7,000 for continuous breach (does not escalate to offence). Additional penalty for repeat breach of same provision within 5 years.	No	Standard of proof: beyond reasonable doubt
s.9 RRA (amending Tenant Fees Act 2019, new s.5A)	Asking for, inviting, encouraging or accepting a prohibited pre-tenancy payment of rent (rent payable before the tenancy is entered into)	No for first breach; Yes for second prohibited payment within 5 years (prosecution with fine up to £30,000 or civil penalty)	£5,000 (first breach)	Not specified in statutory guidance	Yes – second prohibited payment within 5 years: civil penalty up to £30,000, or prosecution	No (for first breach). Yes (if repeat offence)	Enforced by local weights and measures authorities (trading standards)
s.82(1) RRA	Marketing a property for a residential tenancy without having an active landlord entry and an active dwelling entry in the PRS Database	No (but continuing/ repeat breach becomes an offence under s.93(2))	£7,000	TBD	Yes – continuing or repeat breach becomes offence under s.93(2): max £40,000 or prosecution with unlimited fine	No (unless escalates to offence under s.93(2), then Yes)	Not yet in force – expected 2027
s.82(2) RRA	Advertising a property for let without including the unique identifiers for the landlord and the dwelling	No (but continuing/ repeat breach becomes an offence under s.93(2))	£7,000	TBD	Yes – continuing or repeat breach becomes offence under s.93(2): max £40,000 or prosecution with unlimited fine	No (unless escalates to offence under s.93(2), then Yes)	Not yet in force – expected 2027
s.82(3) RRA	Failure to have active entries for the property and landlord on the PRS Database	No (but continuing/ repeat breach becomes an offence under s.93(2))	£7,000	TBD	Yes – continuing or repeat breach becomes offence under s.93(2): max £40,000 or prosecution with unlimited fine	No (unless escalates to offence under s.93(2), then Yes)	Not yet in force – expected 2027
s.93(1) RRA (s.92(1) RRA offence)	Knowingly or recklessly providing information to the PRS Database which is false or misleading in a material respect	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000	TBD	N/A – already an offence at maximum level	Yes – up to 24 months' rent	Not yet in force – expected 2027
s.93(2) RRA (s.92(2)/(3) RRA offence)	Continuing PRS Database breach (after penalty imposed) or repeat breach within 5 years	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000	TBD	N/A – this provision IS the escalation mechanism	Yes – up to 24 months' rent	Not yet in force – expected 2027
s.66(1) RRA (breach of regs under s.64(1))	Failure of a residential landlord to be a member of a landlord redress scheme (PRS Landlord Ombudsman), or breach of regulations under s.64(1)	No (but continuing/ repeat breach becomes offence under s.67/s.68(1))	£7,000	TBD	Yes – continuing or repeat breach becomes offence under s.67/s.68(1): max £40,000 or prosecution with unlimited fine	No (unless escalates to offence under s.68(1), then Yes)	Not yet in force – expected 2028
s.68(1) RRA (s.67 offence)	Continuing or repeat breach of landlord redress scheme requirements (after penalty imposed, or repeat within 5 years)	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000	TBD	N/A – this provision IS the escalation mechanism	Yes – up to 24 months' rent	Not yet in force – expected 2028

Statutory Provision	Description of Breach / Offence	Prosecutable?	Max Civil Penalty	Suggested Starting Point for CPN (Statutory Guidance)	Higher Penalty for Repeat / Continuing?	Rent Repayment Order Available?	Notes
s.1(2), (3), (3A) Protection from Eviction Act 1977 (new s.1A inserted by s.58 RRA)	Unlawful eviction or harassment of a residential occupier (new civil penalty route introduced by s.58 RRA inserting s.1A into the Protection from Eviction Act 1977)	Yes – prosecution with unlimited fine and/or imprisonment (up to 2 years for unlawful eviction under s.1(3A)), or civil penalty as alternative to prosecution	£40,000	£35,000	N/A – already an offence at maximum level	Yes – up to 24 months' rent	The civil penalty route is a new power introduced by the RRA; prosecution was previously the only route
s.30(1) HA 2004 (max penalty increased by RRA)	Failure to comply with an improvement notice served under the Housing Act 2004	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000 (increased from £30,000 by RRA)	£25,000	N/A – already an offence at maximum level	Yes – up to 24 months' rent	Maximum civil penalty increased from £30,000 to £40,000 by the RRA
New s.6A HA 2004 (inserted by Sch. 4, Para. 6 RRA)	Breach of a Type 1 requirement (under the new Decent Homes Standard) or existence of a category one hazard (under HHSRS) – civil penalty may be imposed immediately without serving an improvement notice first	No (separate to improvement notice offence)	£7,000	Not specified	Yes – further enforcement action may follow, including improvement notices leading to the s.30(1) offence	No (but if improvement notice subsequently served and not complied with, RRO available for that offence)	Not yet in force – HHSRS obligation expected summer 2026, Decent Homes Standard expected from 2030s
s.72(1) HA 2004 (as amended by s.98 & s.104 RRA)	Operating an unlicensed HMO (mandatory or additional licensing) – offences relating to unlicensed HMOs. Already an offence but extended	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000 (increased from £30,000 by RRA)	£17,000	N/A – already an offence at maximum level	Yes – up to 24 months' rent	RRA extends liability for an RRO to any landlord including superior landlords (s.104 RRA)
s.72(2) HA 2004	Knowingly permitting over-occupation of a licensed HMO. Already an offence but extended	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000 (increased from £30,000 by RRA)	£20,000	N/A – already an offence at maximum level	Yes – up to 24 months' rent (via s.72(1) being a listed offence)	
s.72(3) HA 2004	Failure to comply with HMO licence conditions. Already an offence but extended	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000 (increased from £30,000 by RRA)	Not specified (varies by LHA)	N/A – already an offence at maximum level	Yes – up to 24 months' rent	
s.95(1) HA 2004 (as amended by s.98 & s.104 RRA)	Operating a property subject to selective licensing without a licence. Already an offence but extended	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000 (increased from £30,000 by RRA)	£12,000	N/A – already an offence at maximum level	Yes – up to 24 months' rent	RRA extends liability to any landlord including superior landlords (s.104 RRA)
s.95(2) HA 2004	Failure to comply with selective licence conditions. Already an offence but extended	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000 (increased from £30,000 by RRA)	Not specified (varies by LHA)	N/A – already an offence at maximum level	Yes – up to 24 months' rent	
s.139(7) HA 2004	Contravention of an overcrowding notice. Already an offence but extended	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000 (increased from £30,000 by RRA)	£20,000	N/A – already an offence at maximum level	No	
s.234 HA 2004 (SI 2006/372 & SI 2007/1903)	Failure to comply with HMO management regulations. Already an offence but extended	Yes – prosecution with unlimited fine, or civil penalty as alternative	£40,000 (increased from £30,000 by RRA)	Varies: £3,000 (information) £7,000–£20,000 (other regs)	N/A – already an offence at maximum level. Each failure is a separate offence.	No	Starting points vary by regulation breached – see statutory guidance

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s.21(1) Housing and Planning Act 2016	Breach of a banning order. Already an offence but extended	Yes – prosecution with imprisonment (up to 51 weeks) and/or unlimited fine, or civil penalty as alternative	£40,000 (increased from £30,000 by RRA)	£35,000	Further penalty if breach continues for more than 6 months	Yes – up to 24 months' rent	
s.6(1) Criminal Law Act 1977	Using or threatening violence to secure entry to premises (relevant to rent repayment orders only – no civil penalty route, prosecution only). Already an offence but extended	Yes – prosecution only (no civil penalty alternative)	No civil penalty available	N/A	N/A	Yes – up to 24 months' rent	Criminal offence only – no civil penalty route exists. RRO available via Housing and Planning Act 2016.
s131(1)(a) RRA	Obstructing a local authority officer in exercising investigatory powers under the RRA	Yes – prosecution only (no civil penalty alternative). Level 3 standard scale	No civil penalty available	N/A	N/A	No	
s131(1)(b) RRA	Failing to comply with a requirement properly imposed by a local authority officer	Yes – prosecution only (no civil penalty alternative). Level 3 standard scale	No civil penalty available	N/A	N/A	No	
s131(1)(c) RRA	Failing to give a local authority officer assistance or information which the officer reasonably requires	Yes – prosecution only (no civil penalty alternative)	No civil penalty available	N/A	N/A	No	
s131(2)(a) RRA	Knowingly making a false or misleading statement to a local authority officer	Yes – prosecution only (no civil penalty alternative). Level 3 standard scale	No civil penalty available	N/A	N/A	No	
s131(2)(b) RRA	Recklessly making a false or misleading statement to local authority officer	Yes – prosecution only (no civil penalty alternative). Level 3 standard scale	No civil penalty available	N/A	N/A	No	
s131(3) RRA	Impersonating an local housing authority officer	Yes – prosecution only (no civil penalty alternative). Level 3 standard scale	No civil penalty available	N/A	N/A	No	

Notes & Sources

Key Terminology

'Breach' = non-compliance where the LHA may impose a civil penalty of up to £7,000 and there is no option to prosecute (for the initial breach).

'Offence' = non-compliance where the LHA may either prosecute (unlimited fine) or impose a civil penalty of up to £40,000 as an alternative.

Standard of Proof

Most breaches and offences require proof 'beyond reasonable doubt' (the criminal standard).

Rental discrimination (ss.33-34 RRA) and failure to state proposed rent (s.56(2) RRA) require proof 'on the balance of probabilities' (the civil standard).

Rent Repayment Orders (RROs)

The Renters' Rights Act increases the maximum RRO from 12 months' to 24 months' rent (amending ss.44-45 Housing and Planning Act 2016).

RROs can be applied for by tenants or local housing authorities to the First-tier Tribunal.

RROs can now be made against superior landlords as well as immediate landlords (reversing *Rakusen v Jepsen* [2023] UKSC 9).

Directors/officers of corporate landlords may be personally liable where the offence involves their consent, connivance or neglect.

Sources

Renters' Rights Act 2025 (c.26) – <https://www.legislation.gov.uk/ukpga/2025/26>

MHCLG Statutory Guidance: Civil penalties under the Renters' Rights Act 2025 and other housing legislation (13 November 2025) – <https://www.gov.uk/government/publications/civil-penalties-under-the-renters-rights-act-2025-and-other-housing-legislation>

Housing Act 1988 (as amended) – <https://www.legislation.gov.uk/ukpga/1988/50>

Housing Act 2004 (as amended) – <https://www.legislation.gov.uk/ukpga/2004/34>

Housing and Planning Act 2016 – <https://www.legislation.gov.uk/ukpga/2016/22>

Protection from Eviction Act 1977 (as amended) – <https://www.legislation.gov.uk/ukpga/1977/43>

Tenant Fees Act 2019 (as amended) – <https://www.legislation.gov.uk/ukpga/2019/4>

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