

Written Statement of Terms

Landlord FAQ

Q: Which tenancies need a written statement of terms?

A: Any new tenancy granted on or after the 1st of May 2026. You must give your tenant a written statement setting out prescribed information about the tenancy and their rights before they sign the agreement.

Q: Does this need to be a separate document from the tenancy agreement?

A: No - the most practical approach is to build the required information straight into your tenancy agreement, so the tenant sees it as part of what they're signing, rather than issuing it as a standalone document.

Q: When exactly does it need to be provided?

A: Before the tenancy is entered into - in other words, before the tenant signs. It isn't something you can send afterwards or during the tenancy.

Q: What sort of information does it need to cover?

A: Prescribed details about the tenancy and the tenant's rights, including things like the tenancy start date, the deposit amount, the minimum notice the tenant must give to leave, and explanations of how rent increases and possession work under the Act.

Q: I already have an existing tenant - do I need to give them one of these?

A: It depends on how their tenancy started. If it's an existing tenancy from before the 1st of May 2026 with a written agreement in place, you needed to give them the government's Information Sheet instead, by the 31st of May 2026. If their existing tenancy was wholly oral, with no written record, you needed to give them the full written statement of terms by that same date. The written statement of terms in the way described above only applies to brand new tenancies granted from the 1st of May 2026 onwards.

Q: How do I know which route applies to a particular tenancy?

A: Check two things: when the tenancy started, and whether it's in writing. New tenancy from the 1st of May 2026 onwards - written statement of terms, before signing. Existing tenancy from before that date with a written agreement - Information Sheet. Existing tenancy from before that date with no written agreement at all - written statement of terms, by the 31st of May 2026 deadline. If you're unsure which applies, check with your local Winkworth office before issuing anything.

Q: What happens if I get this wrong or miss it altogether?

A: You could face a civil penalty of up to £7,000 for a first breach, rising to £40,000 for continued non-compliance. Given both routes hinge on correctly identifying which document applies to which tenancy, it's worth double-checking before you issue anything.