

Rent in Advance: How Much Can You Require?

Landlord FAQ

Q: How much rent can I require in advance once the tenancy agreement is signed?

A: No more than one month's rent, as a condition of granting the tenancy.

Q: Can I still ask for several months' rent from higher-risk tenants, such as students?

A: No - this is no longer permitted, even in situations where advanced rent was commonly requested in the past, such as student lets or where a tenant has limited referencing.

Q: What can I do instead if I'm concerned about a tenant's ability to pay?

A: You may request a suitable guarantor or speak to your local Winkworth office about alternatives such as rent guarantee insurance or a rent guarantor service.

Q: Can a tenant offer to pay more in advance voluntarily?

A: Yes, but only after the tenancy has been formally entered into - it cannot be requested or required as a condition of granting the tenancy.

Q: Does this limit apply throughout the tenancy, or just at the start?

A: It applies as a condition of granting the tenancy at the outset. Once the tenancy is running, rent is simply collected as normal each period.

Q: Can I still take rent quarterly or annually?

A: It depends on when the tenancy was entered into. For a new tenancy signed from the 1st of May 2026 onwards, no - rent can't be required more than a month at a time. For an existing tenancy that was already signed before the 1st of May 2026, any clause requiring quarterly or annual rent in advance remains valid and enforceable for the life of that tenancy - the ban doesn't apply retrospectively. This is a technical area of the transitional rules, so if you have an existing tenancy with a longer advance-rent arrangement, check with your local Winkworth office before changing anything.

Q: What should I do if I'm unsure about a tenant's affordability?

A: Speak to your local Winkworth office about risk-management options such as guarantors or rent guarantee insurance, which remain available even though advance rent is limited.