

Rent in Advance

Tenant FAQ

Q: How much rent in advance can my landlord ask for?

A: For tenancies signed on or after the 1st of May 2026, your landlord can only require your first month's rent (or up to 28 days' rent if your rent period is shorter than a month) - and only once you've signed the tenancy agreement, before the tenancy starts. They can't ask for anything before you've signed, and they can't build a bigger advance payment into your contract: any clause trying to require more than this simply isn't enforceable, even if it's written into the agreement. This is separate from your deposit, which is covered by its own, different cap.

Q: What if my tenancy started before the 1st of May 2026 and I already pay rent in advance?

A: If your tenancy began before that date and already included an advance rent arrangement, that arrangement can continue for the life of your current tenancy - the new cap does not cancel existing agreements.

Q: Can I choose to pay more in advance if it helps me?

A: Yes. Once your tenancy has started, you can choose to offer extra rent in advance if it suits your circumstances, and it isn't against the rules for your landlord to accept it - your landlord just can't require it as a condition of granting the tenancy. It's worth thinking it through though: offering more voluntarily doesn't give you any extra protection, and it does mean handing over more of your money upfront.

Q: Will the cap apply if I sign a new agreement later?

A: If you sign a genuinely new tenancy on or after the 1st of May 2026, rather than simply continuing your existing one, the one-month cap will apply to that new agreement. If you're unsure whether something you're being asked to sign counts as a genuinely new tenancy or a continuation of your current one, it's worth checking with your local Winkworth office before you sign.

Q: Who can I ask if I think I've been asked for too much in advance?

A: Speak to your local Winkworth office, who can check the position for your tenancy.