

Guidance for ANUK/Unipol National Code Members and the Renters' Rights Act

This guidance relates specifically to England although the Code changes outlined will apply throughout the UK

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Introduction

The note provides an explanation of the legislative framework for the ANUK/Unipol National Codes for Larger Student Developments.

It explains how members of the Code for Non-Educational Providers Code can be exempted from aspects of the Renters' Rights Act if they meet certain criteria, including providing detailed references to legislation with relevant links.

The legislative framework for the exemption is complex, and where possible simple explanations have been provided. The note covers:

- Background and introduction to the Renters' Rights Act
- How are Members of the ANUK/Unipol National Code exempted from the Renters' Rights Act?
- What is a common law tenancy?
- When is a Housing Supplier or Manager a Member of the Code and when can they issue common law tenancies?
- The Renters' Rights Act - the transitional phase
- The New Code for Non-Educational Providers

It is entirely the responsibility of Members to ensure they meet all the relevant criteria in order to benefit from the exemption and issue common law tenancies. Members who do not correctly meet the criteria and are therefore not entitled to issue common law tenancies, could find their tenancy arrangements challenged by student occupiers.

Members may find it necessary to take appropriate legal advice, and this note is intended to support that, but it is not intended to be legal advice.

Background

In the Housing Act 2004 (Section 233) Parliament gave Government powers to approve Codes of Practice, and for the private sector

The National Code of Standards for Larger Developments for student accommodation NOT managed and controlled by educational establishments

often referred to as *the ANUK/Unipol Code for the private sector*, was subsequently approved.

The ANUK/Unipol Code is revised, from time to time and the current version was approved by Government in 2026 (*Housing (Approval of Code of Management Practice) (Student Accommodation) (England) Order 2022 No.198*)

This Code is designed to set standards and management practices for larger student developments, often known as private Purpose-Built Student Accommodation (PBSA), although it covers any larger student residence not run by an educational establishment

The Renters' Rights Act 2025

The Act gained Royal Assent on 27 October 2025 and shortly afterwards the Government brought out a roadmap for the Act's implementation *Implementing the Renters' Rights Act 2025: Our roadmap for reforming the private rented sector November 2025. Annex A: Milestones* in that roadmap gives the timescale for implementing the Act between 2025-28.

This Act reforms the assured tenancy regime in the Housing Act 1988 ("the 1988 Act") for the vast majority of private sector renting tenants in England, removing assured shorthold tenancies and fixed-term tenancies and ends section 21 "*no fault evictions*". It also makes a number of significant changes to give greater protection to tenants.

As part of this Act, exemptions from the assured tenancy regime, which already applied to university owned or managed student accommodation, have been extended to those in the private sector who are members of an approved Code. This means that members of the ANUK/Unipol Code fall outside of most of the 1988 Act's provisions – hence they will be able to issue common law tenancies rather than assured tenancies.

In doing this, the government accepted that the approved Codes gave tenants the assurances of a well-maintained and managed tenancy in an effective regulatory manner and that further protections for that particular tenancy group were not required. The government also accepted that it was important to recognise the specialist nature of this accommodation and the importance of being able to align letting periods with the needs of the academic year.

How are Members of the ANUK/Unipol National Code exempted from changes brought about by the Renters' Rights Act?

For the first time, membership of the ANUK/Unipol Code will be part of determining the tenure status of students whose buildings are covered by the Code. In order to issue common law tenancies and thus be exempted from tenure changes brought about by the Renters' Rights Act, which amended the Housing Act 1988, housing suppliers and managers need to meet two types of tests:

- the first relates to the government's legislation and regulation;
- the second relates to the conditions of membership laid out in the Code.

Both sets of tests must be met.

1. Legislative and Regulatory Tests

The legislative and regulatory tests in the Housing Act 1988 are based on providers meeting certain criteria thereby attaining *Specified Status*:

- They must be renting to Students from Specified Educational Institutions
- They must meet criteria relating to *Who Can be a Member of the Code*

Students and Specified Educational Institutions

Section 32 of the Renters' Rights Act facilitates the ability of the private sector to issue common law tenancies by amending *Schedule 1, Paragraph 8 of the Housing Act 1988*, which broadens "**specified status**" coverage to private providers adhering to the ANUK/Unipol Approved Code.

Under *Paragraph 8 of schedule 1[2] lettings to students that cannot be assured* tenancies have to meet the following criteria:

"8(1) a tenancy which is granted to a person who is pursuing, or intends to pursue, a course of study provided by a specified educational institution and is so granted either by that institution or by another specified institution or body of persons."

The definition of a "*specified educational institution*" can be found in *The Assured and Protected Tenancies (Lettings to Students) Regulations 1998[3] (the '1998 Regulations')*, as amended which is:

- any university or university college and any constituent college, school or hall or other institution of a university;
- any other institution which provides further education or higher education or both and which is publicly funded;
- a number of institutions specifically listed (such as Goodenough College who are Code members), any registered housing association.

For practical purposes, this definition covers,

- universities and university colleges (including their constituent parts);
- institutions that are registered with the Office for Students (OFS), and constituent parts of OFS-registered institutions, including those whose students access student finance through an OFS-registered provider
- students studying at an OFS-registered provider through an exchange or partnership arrangements, including where their home institution is overseas;
- institutions expressly listed in the Regulations.

The terms "educational institution" and "students" are used in a specific sense: students must study (or be intending to study) at a specified institution. There is no central list of specified institutions, to be a specified educational institution for the purposes of paragraph 8, Schedule 1 of the Housing Act 1988, the institution simply needs to meet the set of criteria given above.

The definition of “educational institution” means that tenancies granted to students studying at institutions other than those as defined, will not qualify for common law tenancies. It will also mean that, if assured tenancies are issued, the other wider reforms of the Renters’ Rights Act will apply to those tenancies and their housing providers.

Legislative and Regulatory Tests: Who can be a Member of the Code?

Section 32 of the *Renters’ Reform Act* amends paragraph 8 of Schedule 1 to the 1988 Act, to provide that the Code member has to be:

- The landlord
- a person appointed to act on the landlord’s behalf in respect of the tenancy or
- a person appointed to discharge management functions in respect of the building which comprises the dwelling-house or in which the dwelling-house is situated.

Management functions are further defined as functions relating to:

- the provision of services, or
- the repair, maintenance, improvement or insurance of the building;

In other words, the member of the Code must fulfil a defined management role in connection with the tenancies involved.

2. Conditions of Membership set out in the Code: Buildings

All buildings within the Code must meet the condition of being a “larger development” and this is defined (in *Appendix 4 of the Code*) as consisting “*of a development where 15 students or more live in one building in rooms off a central corridor, in cluster flats, or in self-contained flats.*”

The Code member:

- must have operational control of the whole residential building under management which must be solely or principally occupied by students (*Code Clause 1.5*).
- must ensure they have the ability to fulfil all the obligations contained in the Code (*Introduction - Scope*)
- only one Code member can manage and control a given building, including any responsibilities within the building (*Introduction - Scope*).

There is no scope for sharing responsibilities with others relating to the content of the Code and its obligations. Members signing up to the standards and obligations within the Code must be able to ensure that they can deliver on those matters.

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Where certain larger student accommodation developments are undertaken in partnership between a provider of services and an educational establishment. If members share management functions with an educational institution, then in order

to determine whether a building is being managed and controlled by the educational establishment or by the private provider, there is a framework of test questions (in *Code Annex 1*) to determine who a building is managed and controlled by and that, in turn, determines which Code a given building falls under.

What is a Common Law Tenancy?

A common law tenancy is a residential rental agreement that will fall outside a statutory tenancy regime (in this instance, the assured tenancy regime under the Housing Act 1988) It allows fixed term tenancies to be used because the rights and obligations are largely determined by the terms in the tenancy agreement rather than housing legislation. For Code members, there are contractual obligations within the Code that must be honoured but much of the contractual nature of a common law tenancy is determined by what the contract actually says, and it is therefore vital that Code members have clear and straightforward contracts detailing the nature of their “deal” with the student.

Other legislation continues to apply, for example:

- *property licensing requirements* as determined by central and local Government
- matters relating to the *Fire Safety Act 2021* and the *Building Safety Act 2022*
- in respect of property management companies, matters relating to *Client Money Protection* and belonging to a government-approved redress scheme
- The *Protection from Eviction Act 1977* continues to apply which makes it illegal for landlords to evict residential tenants without a court order. Landlords must follow strict legal procedures, giving proper notice and obtaining a court possession order before removing someone.
- The *Consumer Rights Act 2015* covers common law tenancies because this is a residential agreement between a trader (landlord/agent) and a consumer (tenant). The Act prohibits unfair terms, requiring them to be transparent, prominent, and drafted in plain, intelligible language. Terms that create a "significant imbalance" in rights to the detriment of the tenant are not binding and may, in certain circumstances, render the whole agreement non-binding.
- The *Landlord and Tenant Act 1985* imposes mandatory repairing obligations on landlords, including the structure, exterior, and installations for water, gas, electricity, and sanitation.
- *The Homes (Fitness for Human Habitation) Act 2018* requires that all residential rented properties (including common law) are safe, healthy, and free from serious hazards throughout the tenancy.
- The *Tenant Fees Act 2019* applies to student accommodation “licences to occupy” which includes common law tenancies, limiting the charging of most administration, referencing, and cleaning fees and permitted payments are strictly limited to rent, refundable deposits (capped at 5 weeks' rent), and specific, reasonable default fees.

In respect of the *Tenant Fees Act 2019*, the 2025 Renters' Rights Act amended the 2019 Act to tighten rules on rent-in-advance for new assured tenancies, limiting them

to one month. This does not apply to common law tenancies where the providers of student accommodation are specified bodies.

When is a Housing Supplier or Manager a Member of the Code and when can they issue common law tenancies?

Because tenure is now partly determined by membership of an approved Code, it is important to be clear about when membership occurs and how new buildings can be added to a member's existing portfolio.

Existing Members

The vast majority of housing providers and managers will already be a member of the Code. Once the new Code comes into effect on 1st May 2026 (together with the implementation date of the Renters' Right Act) it will replace the current Code. Because membership of the Code is voluntary it is necessary for members to fill in a new Declaration agreeing to abide by the new Code's terms.

Current membership of the Code concludes on 30th April 2026, and members will shortly be asked to join the new Code that commences from 1st May and ends on 31st December 2028. Approval of the existing Code is revoked by the Statutory Instrument that approves the new Code, and the new Code can be [accessed here](#)

As the new Code will come into force, in order to ensure there is continuity in membership the procedure will be the same as the last time the Code was revised:

- When the new Code is issued ANUK/Unipol will send members a new Declaration so that they can commit to the terms of the new Code. That Declaration will need to be returned by a deadline (normally a month).
- If the affirmative Declaration is not returned then ANUK/Unipol can terminate membership within 2 months of the Declaration being sought.

This arrangement is reflected in the Declaration made when joining the Code. As a reminder, the Declaration reads:

The subsisting Code stays in place until any new Code has been approved and issued by ANUK/Unipol and it is agreed that the obligation to adhere to any future subsisting Code, if not agreed by us in a new declaration, then membership is subject to a right of termination by ANUK/Unipol within 2 months of the declaration being sought."

Membership of the Code is continuous, unless terminated by ANUK/Unipol. Whilst a member of an approved Code, members can issue common law tenancies (subject to them meeting the specified status criteria outlined earlier).

Adding Buildings to an existing Member's Portfolio

New buildings may be added to the member's portfolio but will not be covered by the Code until after the member has notified the National Codes Administrator that the building will be occupied by students and the National Codes Administrator has

notified the member that the building is now registered under the Code. New buildings can be added prior to completion when advance marketing is required.

New Members

The membership process is explained in detail [here](#). A new member, with no established track record, needs to go through a robust procedure to ensure that they are entitled to membership and that they have the capability and infrastructure to abide by the conditions that the Code stipulates. The Code has an excellent record of member compliance which has given students, Government, educational institutions, sector bodies and professional organisations a high level of confidence in the standards outlined within the Code.

Since its establishment in 2004, all new members have gone through the full “new membership” process, which can take some time. It is not the intention of this approach to set up any barriers to potential new members supplying student accommodation for the first time, but it is important that the Code protects its integrity. One option new members have, if they wish to “fast-track” their entry into the Code is to show that they have an established track record.

Joining as a new member with an established track record

The membership process is explained in detail [here](#) [*please note this guidance will be issued in the coming weeks*]. This procedure is not available where a new member (or applicant) has only one building and in that case the membership will always be dealt with as “joining as a new member”.

When developments change operational management, they are re-verified (even where the new manager is an existing member). In this case, membership continues although membership is reviewed if the re-verification results in deficiencies being identified.

Where a new owner continues to use the same management company, or where that management company is a member, membership will continue.

A new owner using a manager/operator who has had a good and recent track record of complying with the Code’s requirements can be accepted into membership after the Registration Document has been received and acknowledged by the National Code Administrator (NCA). A guidance document entitled Guidance on Joining as a New Member with an Established Track Record will be made available to help applicants make out their case.

Transferring between approved Codes

There are special arrangements for transferring between Codes but as all members will already have Code status this has no effect on common law tenure.

Membership and Being a Specified Body able to issue common law tenancies

In order to issue common law tenancies the accommodation operator must be a member of the Code at the time the tenancy is agreed **and** at the time the tenant becomes entitled to possession.

Housing Act 1988 paragraph 8(5) – (8)

This means:

- If a provider leaves the Code after a tenancy has been granted and the student is already in occupation, then the common law tenancy remains in place and does not convert to an assured tenancy but any new tenancy granted after a provider has left the Code would be an assured tenancy.
- If a provider has agreed a tenancy but leaves the Code before the tenant becomes entitled to possession then the tenancy will become an assured tenancy at the point the tenant takes up occupation.

To become a member, or continue to be a member of the Code, providers must comply with the ANUK/Unipol [verification system](#) which demonstrates their compliance with the Code. If they fail to comply with the Code they can be expelled from the Code. Decisions on expulsions are always taken by the Code Tribunal and members have a right to make representations to the Tribunal as part of any considerations. The Tribunal system is explained [here](#). Decisions reached by the Tribunal are final and, once expelled, a provider would have to reapply for membership (subject to any timescale determined by the Tribunal decision) as a new member.

The Renters Rights Act - The Transitional Phase

At present, private PBSA private providers mainly issue Assured Shorthold Tenancies (ASTs). The reforms made by the Renters' Rights Act to paragraph 8, Schedule 1 of the Housing Act 1988 take effect so that only tenancies granted after specified status has been granted, will be common law tenancies. This means that existing tenancies will usually convert into assured tenancies on 1 May 2026.

In Section 146 of the Act an existing tenancy is defined as “an assured tenancy which is entered into before the commencement date” (normally 1 May 2026). Providers would be advised to take legal advice as to whether the documentation they have issued constitutes an “existing tenancy” or whether the tenancy is being created after 1 May 2026.

Existing tenancies include those granted before 1 May will become assured tenancies and the Act's provisions will apply to them during what is known as “the transitional phase”, tenancies entered into after 1 May 2026 will become common law tenancies.

During the Lords' Report Stage Baroness Taylor gave an explanation of why assured tenancies would not immediately convert into common law tenancies: She said:

“To apply the exemption retrospectively would carry significant risk, as it would turn one of these existing PBSA tenancies into what is known as a “common law” tenancy: that is, a tenancy almost entirely regulated by what is in the tenancy agreement. This could cause unintended consequences, such as those PBSA tenancies containing significantly fewer rights for tenants than the assured shorthold

tenancies they will have signed. It could also cause problems for the landlord and a number of those tenancies in the event that the tenancy agreement does not give them adequate forfeiture rights. We do not consider it to be the right approach, therefore, to simply exempt pre-existing PBSA tenancies from assured tenancy status.”

The Act makes a number of special provisions when applied to “qualifying student tenancies”, i.e. tenancies entered into before 1st May 2026 where the landlord, a person appointed to act on their behalf or to discharge management functions in respect of the property is a member of the specified code. However, like other existing private rented sector tenancies converting to assured periodic tenancies, providers will be under a duty to give tenants a copy of the Government’s “Information Sheet” on or before 31 May 2026 informing them of the changes made by the Act. The Government have published the information sheet [here](#).

The Government wants this transitional phase to be as smooth as possible. In order to help with this and the maintenance of the academic letting cycle, repossession ground 4A, which applies to students on assured tenancies in the rest of the property market was made more favourable for qualifying student tenancies in operation by members of the Non-Educational Code.”

Under the Housing Act 1988 as it applies to students generally:

- Landlords have to give notice, at the time of agreeing a tenancy that they intend to use ground 4A for repossession
- Landlords have to give a minimum four-month notice period
- Landlords’ repossession can only be sought between July and September
- Ground 4A applies only to shared houses/flats in multiple occupation (HMOs)
- Ground 4A does not apply if the tenancy has been signed more than 6 months in advance of possession taking place.

For “qualifying student tenancies”, which applies to National Code landlords who meet the specified criteria:

- Providers will have until 31 May 2026 (one month after the Act comes into force) to serve the required written notice that they intend to use Ground 4A for their existing student tenancies.
- Notice of the intention to use ground 4A can be given by providers with two months’ notice of intention to seek repossession. This will mean that repossession could be triggered by the end of June 2026 to maintain the academic letting cycle.
- The July-September time frame for 4A does not apply so using ground 4A can be at any time (as modified by the Renters’ Rights Act schedule 6 13(2)(b))
- The property does not have to be an HMO to use ground 4A repossession, so ground 4A will apply to all accommodation, including studios.
- Ground 4A will apply regardless of when a tenancy was signed (provided it was before 1 May 2026).

But, because the assured tenancy regime will be in place for these students in this transitional phase, other aspects of the Renters’ Rights Act will apply to them:

- Tenants on assured tenancies are free to give two months' notice to quit from May 1 which may cause some rental loss to providers
- The restrictions on charging not more than four weeks' rent in advance applies, but fortunately for agreements signed before 1 May 2026 that contain tenancy terms which require rent to be paid in advance, this obligation remains valid and enforceable for the duration of that tenancy.
- Other aspects of the Act (the database, the ombudsman and right of redress, Awaab's law and the decent homes provisions) will not come into effect until after common law tenancies are in force for specified bodies.

ASTs and Section 21 Notices

It is worth noting that landlords using assured shorthold tenancies are still able to issue section 21 or section 8 notices before 1 May 2026 provided they satisfy the conditions for serving these notices. If there is a valid section 21 notice outstanding on 1 May 2026 the tenancy will remain an assured shorthold tenancy until either:

- The student moves out and the tenancy ends;
- The student remains in occupation, and the landlord has requested the court to issue a possession claim before 31 July 2026 (or before the notice limitation period of 6 months expires, whichever date is earlier). In this case the tenancy will remain an AST until those proceedings are concluded.
- If the student continues to remain in occupation after 31 July 2026 and the landlord has not requested the court to issue a possession claim. In this case the tenancy will convert to an assured periodic tenancy on 1 August 2026.

This option may be used by certain providers over this transitional period, particularly where tenancies end on or before 31 July, maintaining the AST status of these tenancies until that date.

This is a complex area and the Government has produced detailed guidance on this entitled [Giving notice of possession to tenants before 1 May 2026](#)

The New Code for Non-Educational Providers

Will be operational from 1st May. It has been approved by Government and the Statutory Instrument can be [viewed here](#):

A summary of the main changes in the new Code can be found in the [news section of the National Codes website](#)

The new approved Code can be [found here](#)

The revised Code has introduced greater tenant flexibility into the common law tenancies that will be used and it is important to see these changes in the wider context of the Government's policy initiative which can be summarised as "*rebalancing the rights between landlords and tenants*". A few matters are highlighted below:

New clause 4.6 reads:

“Members will ensure that each occupancy agreement they enter into for a common law tenancy will contain an option for the occupant to end the tenancy if the occupant has withdrawn from or been excluded from or refused admission to their institution of study or if the occupant has been absent from their course for more than 60 days due to illness and has agreed with their higher education (HE) provider to suspend their studies.”

It is important to note that this clause only applies to common law tenancies, so this obligation does not overlap with ASTs if they are still in operation.

There are a number of new clauses relating to what happens after *the death of a tenant or prospective tenant*, designed to clarify both tenure and operational processes and provide a framework for what to do in what are often distressing circumstances. These new clauses can be found at 4.7-4.10.

Because tenancies will no longer be assured, there is no legal obligation to protect common law tenancy deposits but the Code has retained this important right by making it a condition of membership that deposits are protected in the normal way through a Government recognised scheme.

New clause 8.1 reads:

“Although the Tenancy Deposit Protection (TDP) schemes under the Housing Act 2004 may not apply to occupancy agreements issued by Code Members, Members of the Code (except those specified under paragraph 8 Schedule 1 to the Housing Act 1988 Lettings to Students and listed in Appendix 1 and 2 of the Assured and Projected Tenancies (Letting to Students) Regulations 1998) agree to protect any deposits collected in accordance with a TDP scheme.”

Conclusion

The system of tenure under the Housing Act 1988 is changing as a result of the Renters’ Rights Act 2025 in a major way and will cause all accommodation providers to prepare by changing their systems accordingly. The changes for members of the Code relate to ensuring that the conditions relating to “specified status” are met, as well as conformity with the criteria for Code member. In addition, it will be important that the transitional arrangements, affecting tenancies already operational or agreed, are seen through until the new system of common law tenancies applies to all students under the Code’s provisions.

It is important to stress that how providers word their common law contracts and what conditions they impose, is up to them, *subject to meeting the conditions set out within the Code, as well as the wider legal framework*, and that any challenges from tenants about the validity or legality of any contractual clauses will not be a matter for the Code.

The Code procedures have undergone a “spring clean” to align them with the Renters’ Rights Act and to remove any areas of ambiguity relating to when members and buildings are covered by the Code and when they are not.

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