

Notice of rent increase

Residential Tenancies Act 2010 – Section 41

Important: This notice must be given **at least 60 days** before the increased rent is payable.

Please complete this form using a black pen in BLOCK LETTERS

To:
(name of tenant/s)

I give you notice of an increase in rent for the premises at:

Address of premises:

Postcode:

Payable from: Your new rent will be \$ week/fortnight
(insert date on which increase takes effect) (insert amount)

SERVICE OF NOTICE (section 223)

Notice given by:

- | | |
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| ☐ Delivering it to the tenant in person at the premises | ☐ Delivering it to somebody in person over 16 at the premises |
| ☐ Mailing it to the tenant (allow 7 working days for service) | ☐ Emailing it to the tenant at a specified email address for the service of notices (the notice can only be sent this way if the tenant has already given express consent to use the specified email address to receive notices and other documents this way) |
| ☐ Personally putting it in the tenant's letterbox, in an envelope addressed to the tenant | |

Signature of landlord or agent

Date delivered/posted/emailed

Name of landlord/agent:

Contact phone number of landlord/agent:

For information about your rights and obligations as a tenant, contact:

- NSW Fair Trading on 13 32 20 or nsw.gov.au/fair-trading
- Law Access NSW on 1300 888 529 or lawaccess.nsw.gov.au
- your local Tenants Advice and Advocacy Service at tenants.org.au

Information on rules for rent increases is on the next page and also available on the NSW Government website

Notes:

1. The rent payable under a fixed term or periodic agreement cannot be increased:
 - Within 12 months of the start of a tenancy
 - Within 12 months of the last increase (see section 41).
2. The tenant may negotiate with the landlord or agent to have the increase reduced or withdrawn. If the increase is reduced it still takes effect on the same day and no new notice is required. The tenant and landlord can use the NSW Government's Rent Check tool to compare the proposed rent with the median rent range in their postcode.
3. If the tenant believes the increase is excessive, they may apply to the NSW Civil and Administrative Tribunal for an order determining what the rent should be. The onus of proof is on the tenant. The application needs to be made within 30 days of receiving this notice.
4. If the agreement is renewed or is replaced with a different type of agreement, it is treated as the same rental agreement, and limits on the frequency of rent increases continue to apply. This applies when:
 - The landlord remains the same
 - At least one tenant stays the same
 - The tenant has not moved out between agreements.
5. Notice for a rent increase must still be given where details of the increase are set out in the agreement.
6. The tenant has the option of ending a fixed-term agreement of 2 years or more early without penalty during the rent increase notice period (section 99).