

# NOTICE OF RENT INCREASE

## Residential Tenancies Act 2010 - Section 41

**Important:** This notice must be served 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 in relation to the premises at:

Address of premises .....  
.....Postcode.....

Payable from: \_\_\_/\_\_\_/\_\_\_  
(insert date on which increase is to take effect)

Your new rent will be \$.....week/fortnight  
(insert amount)

### SERVICE OF NOTICE (section 223)

- Notice given by:**
- Delivering it to the tenant in person at the premises
  - Mailing it to the tenant (allow 4 working days for service)
  - Personally putting it in the tenant's letterbox, in an envelope addressed to the tenant
  - Delivering it to somebody in person over 16 at the premises
  - Faxing it to the tenant

.....  
(signature of landlord or agent)

...../...../.....  
(date delivered/posted)

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 [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)
- Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au)
- your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)

### Notes:

- 1. The tenant can negotiate with the landlord or agent to have the increase reduced or withdrawn.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.**
- 2. 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. Such applications need to be made within 30 days of receiving this notice.**
- 3. The date from which this increase is payable cannot be within the period of a fixed term agreement of less than 2 years, unless the agreement contains an additional term that sets out the amount of the rent increase or the method for calculation of the rent increase.**
- 4. During a lease of 2 years or more the rent can be increased at any time, but no more than 1 increase each 12 months is permitted. The tenant has the option of terminating the lease early without penalty during the rent increase notice period (see section 99 for further details).**
- 5. Notice of a rent increase must still be given even where the details of the increase are already set out in the agreement or where the same parties are renewing a lease.**