

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: ___/___/___ Your new rent will be \$.....week/fortnight
(insert date on which increase is to take effect) (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 7 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
 - 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*)

...../...../.....
(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 www.fairtrading.nsw.gov.au
- Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au
- your local Tenants Advice and Advocacy Service at 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 The tenant can negotiate with the landlord or agent to have the increase reduced or withdrawn.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 rent payable under a periodic agreement cannot be increased more than once in any 12 month period.
4. During a fixed-term agreement of 2 years or more, the rent can be increased at any time, but no more than once in a 12 month period. The tenant has the option of terminating the agreement early without penalty during the rent increase notice period (see section 99 of the Act for further details).
5. Notice for a rent increase must still be given where the same parties are renewing the terms of the fixed-term agreement.