

## Understanding Your Rights Regarding Rent Increases in NSW

**This fact sheet is about knowing what you can do if your landlord wants to raise your rent. It's for people who are renting in NSW who have a written residential tenancy agreement.**

### Fixed-Term Tenancies with a Fixed-Term of Less than 2 Years.

Your landlord can only increase the rent if your tenancy agreement says they can, and if it specifies the date of the increase, the amount of the increase or the method of calculating the increase.

If your agreement doesn't mention rent increases, your landlord cannot raise the rent while your agreement is still in effect.

### Periodic Leases

A Periodic lease is a month-to-month rental agreement that has no fixed end date, or an end date that has passed without either party ending the agreement.

Your landlord can raise the rent by giving you at least 60 days' written notice.

There is no set limit on how much they can raise the rent by, but it has to be reasonable.

If you think the increase or proposed increase is unreasonable, you can apply to the NSW Civil and Administrative Tribunal (NCAT) to review it.

Landlords cannot increase the rent more than once every 12 months for periodic leases.

### Renewing Your Tenancy in the Same Property:

If you are renewing your tenancy by signing a new fixed-term agreement, your rent cannot be increased just because there is a new agreement.

Your landlord must give you 60 days' notice if they plan to increase the rent when you renew the agreement.

If your landlord does not give you 60 days' notice or the rent increase amount is unreasonable, you can apply to NCAT to review it.

If you want to apply to NCAT for an excessive rent increase, you must do so within 30 days of receiving the notice of the rent increase.

If you want to apply to NCAT to challenge an increase of rent on the basis that the landlord has not provided you 60 days' notice you must do so within 12 months. If you have already paid the increased rent and NCAT decides that the notice period was incorrect or the rent increase was too much, you might get a credit or refund.

If you have entered into a new fixed-term agreement and start paying the higher rent, NCAT may determine that you have accepted that higher rent amount moving forward.

### Notice Requirements for Rent Increases

The notice of rent increase must be in writing and clearly state the new amount.

The notice must provide at least 60 days' notice before the increase starts.

The notice must say when the increase takes effect and follow the terms of your tenancy agreement.

The notice must be signed by the landlord or their agent.

### **Responding to a Rent increase Notice**

You can accept the increase and pay the new rent.

You can negotiate with your landlord for a lower increase or different payment plan.

If you think the rent is excessive, you can apply to NCAT to review the increase within 30 days of getting the notice. NCAT considers things like market conditions and property conditions when making a decision.

While you do not have to accept or pay a rent increase, this may result in your landlord seeking to end your tenancy agreement.

### **Landlord Ending the Agreement**

For a fixed-term agreement, your landlord has to give you at least 30 days' notice before the last day of the fixed-term if they want to end the agreement at the end of the term.

For a periodic agreement, your landlord must give you 90 days' notice if they want to end the agreement. They do not have to give a reason.

If you don't leave by the date in the notice, the landlord can ask NCAT for a termination order.

Sometimes, the landlord can apply for a termination order without giving you notice.

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