



Rent Increases

The amount of rent you pay under your tenancy agreement may only be increased according to the process set out in the Act.

There are different rules depending on whether you have:

1. A fixed term lease
2. A periodic lease
3. A lease where your rent is calculated by reference to your income (usually in public housing and community housing).

If you are not sure which type of agreement you have, a tenant advocate can advise you.



FIXED TERM AGREEMENTS

If you are in a **fixed term tenancy**, the rent can only be increased during the fixed term if the amount of the increase, or the method of calculating the rent increase, is set out in the tenancy agreement.

The lessor must give you 60 days' notice of the rent increase. Notice must be on the prescribed Form 10: [Notice to Tenant of Rent Increase](#).

The rent must not be increased more than once every six months, and not less than six months from when you moved into the property.

If your fixed term tenancy is for longer than 12 months, your agreement may have an additional term relating to subsequent increases. It is important to check your agreement for these clauses.

INCREASE IN RENT WHEN RENEWING A FIXED TERM AGREEMENT

If your current fixed term agreement is coming to an end soon, and

1. You have renewed your agreement (entered into a new fixed term agreement); and
2. the new agreement commences immediately after the expiry of the current fixed term; and
3. the new agreement is for higher rent

Then the following applies:

1. The lessor does not have to give you 60-days notice to increase rent for the new fixed term agreement; and
2. You do not have to pay the increased rent amount for the first 30 days of the new agreement.

Note that the 30-day 'grace period' only applies when you renew your lease; that is, you enter into a new lease which starts immediately after your previous lease expires.

PERIODIC AGREEMENTS

Rent must not be increased more than once every six months, and not less than six months from when you moved into the property.

The lessor must give you 60 days' notice of the rent increase. Notice must be on the prescribed Form 10: [Notice to Tenant of Rent Increase](#).

WHAT IF YOU ARE NOT GIVEN THE CORRECT NOTICE?

If your lessor seeks to increase the rent without complying with the requirements above, and you do not agree to pay the increased rent, you should seek advice about your options.

BY HOW MUCH CAN YOUR RENT BE INCREASED?

For the lessor to be able to increase the rent during the term of a **fixed term tenancy**, your tenancy agreement must set out the actual amount of increase (e.g. \$20 per week) or the method of calculating the amount of the increase (e.g. increase by CPI or a percentage amount).

If the fixed term tenancy does not contain a term stating how rent will increase or an actual amount of increase, rent cannot be increased until after the fixed term has expired.

There are no limits on how much rent can be increased by if you are on a **periodic tenancy**. But check any terms of your agreement to see if there are any clauses suggesting otherwise.

RENT INCREASES FOR TENANTS WHERE RENT IS CALCULATED BY YOUR INCOME

This usually applies if you are renting from Housing Authority (formerly Department of Housing and Homeswest) or a community housing provider.

If your rent is calculated by reference to your income, then the method by which your rent is calculated from your income may be changed, leading to an increase in rent. This applies both **periodic** (no end date) and **fixed term** tenancies (where rent is calculated by your income).

The lessor must give you 60 days' notice of the change to the calculation method. The notice must be on the prescribed Form 11: [Notice to Tenant of Rent Increase Calculated by Tenant's](#) and must include the change in the method and the day from which the change will take effect.

The method of calculation may not be changed in the first 6 months of the tenancy or, within 6 months from the last time it was changed.

Your rent may increase (or decrease) at any time in accordance with the tenancy agreement, eg. if 'rent' is calculated at 25% of your income, and your income increases, then so will your rent.

Some community housing providers work out the rent based on the tenant's income, and then provide the tenant with a fixed term lease with a set amount for rent. This is a normal fixed term lease and is covered by the rules for a fixed term lease, not the rules for a lease with rent set with reference to the tenant's income. If you are in this situation and the lessor seeks to increase

the rent, you can seek advice from Circle Green Community Legal or a local community legal centre.

EXCESSIVE RENT

There are limited circumstances when you may be able to argue that the rent is excessive. These include where there has been a significant reduction in the facilities in the property after you entered into the lease or where rent has been increased excessively.

If you think a rent increase is excessive, you can:

- Negotiate with the lessor to lower or withdraw the increase; or
- Apply to the magistrates court for an order that the new rent is excessive (the application must be made within 30 days of receiving the rent increase notice).

In deciding whether rent is excessive, the court will take into account:

- Rents for similar premises in the same or a similar area
- The estimated capital value of the premises at the date of the application
- The lessor's outgoings in respect of the premises
- The estimated costs of any services provided by the lessor or tenant under the agreement
- The value and nature of furnishings, fixtures and facilities provided with the premises for use by the tenant
- The accommodation provided in the premises
- The general condition and state of repair of the property
- Any other relevant matter.

If you decide to make an application to Court you will need to bring evidence about each of these factors. A Court will not make a rent reduction order simply where the market has declined, and surrounding rents have dropped.

RELEVANT FORMS

[Form 10 Notice to Tenant of Rent Increase](#)

[Form 11 Notice to Tenant of Rent Increase Calculated by Tenant's Income](#)

Disclaimer

This fact sheet only contains general information. This fact sheet is not legal advice and should not be relied on as a substitute for legal advice. You may wish to seek advice from a lawyer regarding your own particular circumstances. We are not responsible for any consequences arising from your use of, or reliance on, the information contained in this fact sheet.

Further information about our disclaimer and your use of this fact sheet can be found here:

www.circlegreen.org.au/disclaimer/

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FURTHER HELP – TENANTS’ ADVICE AND ADVOCACY

Circle Green Community Legal

(08) 6148 3636

www.circlegreen.org.au

Department of Mines, Industry Regulation and Safety

www.dmirs.wa.gov.au, **Consumer Protection** for consumer and tenancy related matters
commerce.wa.gov.au/consumer-protection | 1300 304 054

METROPOLITAN COMMUNITY LEGAL CENTRES

Fremantle CLC

(08) 9432 9790

www.fremantle.wa.gov.au/fclc

Gosnells CLC

(08) 9398 1455

www.gosclc.com.au

Midland Information Debt & Legal Advocacy Service

(08) 9250 2123

www.midlas.org.au

Northern Suburbs CLC (Joondalup)

(08) 9301 4413

www.nsclegal.org.au

Northern Suburbs CLC (Mirrabooka)

(08) 9440 1663

www.nsclegal.org.au

Southern Communities Advocacy & Legal Education Services (SCALES)

(08) 9550 0400

murdoch.edu.au/School-of-Law/Clinical-Legal-Education-SCALES

Sussex Street CLS

(08) 6253 9500

www.sscls.asn.au

Welfare Rights & Advocacy Service

(08) 9328 1751

www.wraswa.org.au

REGIONAL COMMUNITY LEGAL CENTRES

Albany CLC

(08) 9842 8566

www.albanyclc.com.au

Goldfields CLC

(08) 9021 1888 | 1300 139 188 (if outside Kalgoorlie-Boulder)

www.gclc.com.au

Kimberley Community Legal Services :

www.kcls.org.au

- **Kununurra**
(08) 9169 3100 | 1800 686 020 (freecall)
- **Broome**
(08) 9192 5177

Peel CLS

(08) 9581 4511

www.peelcls.com.au

Pilbara Community Legal Services:

www.pcls.net.au

- **Karratha**
(08) 9185 5899
- **Newman**
(08) 9140 1613
- **Roebourne**
(08) 9185 5899
- **South Hedland**
(08) 9140 1613

Regional Alliance West

(08) 9938 0600

www.raw.org.au

South West CLC

(08) 9791 3206 | 1800 999 727 (freecall)

www.swclc.org.au

Wheatbelt CLC

(08) 9622 5200

www.wheatbeltclc.com.au