



# Rent Increases

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

There are different rules depending on whether you have:

1. A fixed term agreement
2. A periodic agreement
3. An agreement 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, you can get some legal advice.



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

For a fixed term tenancy agreement signed **after** 29 July 2024:

- The rent cannot be increased more than once every 12 months, and not less than 12 months from when you moved into the property.

For a fixed term tenancy agreement signed **before** 29 July 2024:

- The rent can be increased according to the terms of the current contract but the new 12 month period will apply once your fixed term agreement ends.

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 you have a fixed term agreement, and you renew for another fixed term at an increased rent, **the lessor must still give you 60 days' notice of the rent increase.**

The lessor must give you this notice before any increase takes effect, including 60 days before the beginning of a renewed or extended agreement if they want the rent to increase from the date of renewal.

If your rent is increasing under a renewed or extended agreement, this increase still cannot be within 12 months of your last rent increase (or the start of the tenancy agreement if your fixed term was less than 12 months).

**Example:** You enter into a tenancy agreement on 1 August 2024 for a fixed term of 12 months at a rent of \$500 per week. At the expiry of the 12 months, you agree to renew the tenancy agreement for another 12 months from 1 August 2025 at a rent of \$600 per week.

The lessor is required to give you at least 60 days' notice before the increased rent is payable under the renewed agreement. So if the lessor intends for you to begin paying the increased rent from 1 August 2025, they must give you notice not less than 60 days before this date.

If they do not provide this notice, you would continue paying \$500 per week from 1 August 2025.

## PERIODIC AGREEMENTS

Rent must not be increased more than once every 12 months, and not less than 12 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 approved 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, you don't have to pay the increased rent amount.

If you start paying an increased rent amount where the lessor hasn't complied with the correct process, you may be able to recover the overpaid rent or have this credited towards future rent payments. You should get legal advice about your options.

**Remember:** Failing to pay rent can result in your lessor taking steps to end your tenancy agreement. You should get legal advice about your options before withholding rent, to make sure you are not putting your tenancy at risk.

## HOW MUCH CAN YOUR RENT BE INCREASED BY?

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 the fixed term expires.

There are no limits on how much rent can be increased by if you are on a **periodic tenancy** or if you are renewing or extending a fixed term agreement. Check any terms of your agreement to see if there are any clauses suggesting otherwise.

## RENT INCREASES WHERE RENT IS CALCULATED BY YOUR INCOME

**This usually applies if you are renting from Housing Authority (Department of Communities Housing – you may know this as 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 Income](#) 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 12 months of the tenancy or, within 12 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.

If you think your rent is incorrect or you don't understand how it has been calculated, you can speak to your housing provider, or seek legal advice.

**Remember:** Failing to pay rent can result in your housing provider taking steps to end your tenancy agreement. You should get legal advice about your options before withholding rent, to make sure you are not putting your tenancy at risk.

## 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 agreement, 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 may not make a rent reduction order simply where the market has declined, and surrounding rents have dropped.

**It is usually a good idea to get legal advice before commencing any Court applications.**

## **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.

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[www.circlegreen.org.au/disclaimer/](http://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](http://www.circlegreen.org.au)

### Department of Energy, Mines, Industry Regulation, and Safety

**Consumer Protection** for consumer and tenancy related matters

[commerce.wa.gov.au/consumer-protection](http://commerce.wa.gov.au/consumer-protection) | 1300 304 054

#### METROPOLITAN COMMUNITY LEGAL CENTRES

##### Fremantle CLC

(08) 9432 9790

[www.fremantle.wa.gov.au/fclc](http://www.fremantle.wa.gov.au/fclc)

##### Gosnells CLC

(08) 9398 1455

[www.gosclc.com.au](http://www.gosclc.com.au)

##### Midland Information Debt & Legal Advocacy Service (MIDLAS)

(08) 9250 2123

[www.midlas.org.au](http://www.midlas.org.au)

##### Northern Suburbs CLC (Joondalup)

(08) 9301 4413

[www.nsclegal.org.au](http://www.nsclegal.org.au)

##### Northern Suburbs CLC (Mirrabooka)

(08) 9440 1663

[www.nsclegal.org.au](http://www.nsclegal.org.au)

##### Southern Communities Advocacy & Legal Education Services (SCALES)

(08) 9550 0400

[murdoch.edu.au/School-of-Law/Clinical-Legal-Education-SCALES](http://murdoch.edu.au/School-of-Law/Clinical-Legal-Education-SCALES)

##### Sussex Street CLS

(08) 6253 9500

[www.sscls.asn.au](http://www.sscls.asn.au)

##### Welfare Rights & Advocacy Service

(08) 9328 1751

[www.wraswa.org.au](http://www.wraswa.org.au)

#### REGIONAL COMMUNITY LEGAL CENTRES

##### Goldfields CLC

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

[www.gclc.com.au](http://www.gclc.com.au)

##### Great Southern CLS

(08) 9842 8566

[www.gscls.com.au](http://www.gscls.com.au)

##### Kimberley CLS

[www.kcls.org.au](http://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](http://www.peelcls.com.au)

##### Pilbara CLS

[www.pcls.net.au](http://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](http://www.raw.org.au)

##### South West CLC

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

[www.swclc.org.au](http://www.swclc.org.au)

##### Wheatbelt CLC

(08) 9622 5200

[www.wheatbeltclc.com.au](http://www.wheatbeltclc.com.au)