



Tenancy Relations Fact Sheet 9

Rent Increases for Resident Landlord Tenancies

Tenancies with a resident landlord cannot be standard Assured Shorthold Tenancies. They are not dealt with in law in the same way.

As a result, tenants do not have the same rights when it comes to rent increases.

Advice

Once the initial rent is agreed at the outset, there are a few requirements on a landlord when an increase in rent is required.

It is a good idea at the beginning to set out in writing details of how much the rent is when it is due and what it includes. If further payment is then required for bills or services, this should also be set out clearly, so that both parties are in no doubt about how much is due and how often it is due.

This is not a legal requirement. It is however a suggestion for good practice.

Procedure

To increase the rent, notice must be in writing and timed to expire on a day before the next rent day. It must give notice in length that is equal to how often the rent is due, but this cannot be less than 28 days.

Examples:-

- If the rent is due monthly on the first of each month, the notice must be served giving at least 1 months' notice and will expire on the last day of the calendar month.
- If the rent is due weekly each Monday, then the notice must give at least 28 notice and expire on a Sunday.

Unlike Assured Shorthold Tenancies, there is no restriction on how often an increase in rent can happen.

Housing Benefit/Universal Credit

It is worth noting that when a tenant in this situation is claiming housing benefit/universal credit, the tenant is not allowed to apply for an increase in the benefit within a period of a year since the last increase, or since the initial rent was agreed at the start of the tenancy.

Disclaimer: This information is not intended as an authoritative interpretation of the law, only the Courts can do that. Neither does this information cover every case. For further guidance, it may be advisable to seek legal guidance from a solicitor.