

FORM 10
Notice to Tenant of Rent Increase
(except for rent calculated by tenant's income)

RESIDENTIAL TENANCIES ACT 1987 (WA)

Section 30

Approved by the Commissioner for Consumer Protection pursuant to the *Residential Tenancies Act 1987* section 88C (July 2024)

To: _____
(name of tenant/s)

(name of tenant/s)

I hereby give you notice of an increase in rent in relation to premises at:

(address of premises)

As from ____/____/____ your rent will be increased by \$_____ per week

The new total of rent payable including the increase shall be \$_____ per week

____/____/____ is the date that the first payment of increased rent is due

The total amount of rent payable on that date is \$_____

See below for important information regarding certain limitations to rent increases under Section 30.

Signed: _____ Date: ____/____/____
(lessor/property manager)

Address: _____

SERVICE INFORMATION FOR THE LESSOR (LANDLORD)

If the matter goes to Court you will have to produce evidence of service. Service may be effected by various means, for example:

- by personal delivery (you may seek the assistance of a bailiff or other process server); or
- by post (normal post not registered post).

You can deliver the notice to the tenant, a resident of the rented premises who is apparently over 16 years, or to a person who ordinarily pays the rent. Service may be on any one tenant if there are more than one.

For full details about the service of notices and documents see Section 85 of the *Residential Tenancies Act 1987*.

IMPORTANT INFORMATION FOR TENANTS

- By providing this notice, the lessor (the landlord) is advising you that your rent will be increased by the amount stated on this form.
- For a fixed-term tenancy agreement, the rent cannot be increased during the fixed term unless the rent increase, or the method of calculating the rent increase, is set out in the tenancy agreement.
- Except for fixed-term tenancy agreements entered into before 29 July 2024 the rent cannot be increased more than once every 12 months and the lessor (the landlord) must give at least 60 days' notice.

- For fixed-term agreements entered into before 29 July 2024 the rent may be increased at six monthly intervals if the agreement allows for that increase. The lessor (landlord) must give at least 60 days' notice. After the current term ends, the rent cannot be increased more than once every 12 months.
- A fixed-term tenancy is a tenancy with an end date.
- You should seek advice immediately if you do not understand this notice or if you require further information.

For further information about tenancy rights, refer to the *Residential Tenancies Act 1987* or contact the Department of Energy, Mines, Industry Regulation and Safety on 1300 30 40 54 or www.demirs.wa.gov.au/renting.

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Energy, Mines, Industry Regulation and Safety (1300 30 40 54) for assistance.