

NOTICE OF RENT INCREASE

RESIDENTIAL TENANCIES ACT 2010 (NSW) – SECTION 41

IMPORTANT:

- For fixed term agreements of 2 years or more, this notice must be served at least 60 days before the increased rent is payable.
- For periodic agreements, this notice must not be served more than once in any period of 12 months.
- Under section 223 of the *Residential Tenancies Act 2010 (NSW) (Act)*, any notice or document that is authorised or required under the Act, its regulations or a residential tenancy agreement can be served by sending it to an email address specified by the person for the service of documents.
- If service of this notice is by way of email, before serving this notice electronically, the Landlord's Agent should obtain the written consent of the Tenant(s) for the electronic service of any notices or documents required to be given or served in respect of the residential tenancy agreement to which they are a party. In the absence of such consent, this notice should not be served by email. It is recommended that, to obtain the necessary consent, the Landlord's Agent should use the Email Service of Notices and Documents Consent Form (FM01020) prepared by the Real Estate Institute of New South Wales (located in REI Forms Live).
- The electronic signing and service provisions in this notice apply only if this notice is signed or served electronically (including, without limitation, via a third-party platform).

To:

(Name of the Tenant)

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

Address of the premises

Postcode

Date payable from: / / **Your new rent will be** \$ **per**
SERVICE OF NOTICE (Section 223)

- Delivering it to the Tenant in person at the premises.
- Mailing it to the Tenant (allowing 4-7 working days for service).
- NOTE:** When counting working days, do not count:
- the date of posting; or
 - the date on which the notice is actually delivered; or
 - public holidays or bank holidays or days the post office is closed; or
 - Saturdays or Sundays.
- Personally putting it in the Tenant's letterbox, in an envelope addressed to the Tenant.
- Delivering it to somebody in person over 16 years at the person's residential or business address.
- Emailing to the Tenant by using the Tenant's email address _____

I agree to be legally bound by the terms of this notice even if I sign this notice electronically.

(Signature of Landlord/Landlord's Agent)

(Date delivered/posted/emailed)

Agent	Oxbridge Group Pty Ltd		
Trading as	Oxbridge Property Group	A.B.N.	18 616 229 611
Address	Level 5	Postcode	2007
	616-620 Harris Street, ULTIMO, NSW		
Phone	1300 680 690	Email	

For information about your rights and obligations as a Tenant, contact: NSW Fair Trading on 133220 or www.fairtrading.nsw.gov.au**NOTES:**

- The rent payable under a periodic agreement may not be increased more than once in any period of 12 months.
- Notice is not required for a fixed term agreement with a fixed term of less than 2 years that specifies the date on which, and the amount by which, the rent payable under that agreement will be increased.
- The Tenant can negotiate with the agent to have the increase reduced or withdrawn. If the increase is reduced it still takes effect on the same day and no new notice is required.
- If the Tenant believes the increase is excessive they may apply to the NSW Civil and Administrative Tribunal (NCAT) for an order determining what the rent should be. The onus of proof is on the Tenant. Such applications need to be made within 30 days of receiving the notice.
- During a fixed term agreement of 2 years or more the rent can be increased at any time, but no more than 1 increase each 12 months is permitted. The Tenant has the option of terminating the lease early without penalty during the rent increase notice period (see section 99 for further detail).
- Where the same parties are renewing a fixed term agreement (regardless of its duration), notice of any rent increase must be given before the fixed term agreement is renewed.