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Rent Increases : Assured Shorthold Tenancies

INTRODUCTION

This Factsheet is one in a series, provided by HAD.org.uk that provides information for Disabled people, their families, carers and professionals supporting them. It focuses on Private tenants with Assured Shorthold Tenancies and rent increases.

There is little control over rents for assured shorthold tenancies in the private rented sector.

This does not mean that your landlord can increase your rent whenever they want or by any amount they choose.

Your rent can be increased:

- if you and your landlord agree to it
- by using a 'rent review' clause if there is one in your tenancy agreement
- by following the proper legal procedure (see 'section 13').

You agree to an increase

There is nothing to stop you agreeing with your landlord that your rent can be increased. You should note that if you pay the increased rent, or you claim more housing benefit or universal credit on the basis of a rent increase, this will normally be taken to mean you agreed to the increase.

Tenancy agreement

Your tenancy agreement may contain a 'rent review' clause. Your landlord can then increase your rent in line with what the agreement says. A rent review clause may state that:

- your rent will be increased by a certain amount or percentage
- the landlord can increase the rent by giving you notice.

It must state when the increase can occur, for example it could say your rent can increase in one year's time, or on 1 April.

Read your tenancy agreement carefully before you sign it to be clear what you have agreed to. Normally, a rent review clause will not apply after any fixed-term agreement you had has expired. After a fixed-term has expired, your landlord can increase your rent if you agree, or by using the section 13 procedure, or if you sign up to a fresh tenancy.

Unfair terms

Some tenancy terms may be 'unfair'. This is unusual, but a clause, for example, saying the landlord can increase your rent at any time by giving just 14 days' notice would be unfair. A court won't enforce an unfair term.

No provision in tenancy agreement

Many tenancies are for a fixed period, e.g. six or 12 months.

If there isn't a clause in your agreement for the landlord to increase the rent during the fixed period, the rent will remain the same - unless you agree to a rent increase.

Section 13 procedure

Your landlord may be able to increase your rent by following the procedure set out in section 13 of the Housing Act 1988.

To use the section 13 procedure your landlord must:

- give you at least one month's notice of the increase using a special form
- tell you of your right to ask the First-tier Tribunal (Property Chamber) to assess whether the new rent would be above a reasonable market rent for a similar property in your area. You must apply within the one month notice period.

Your landlord can't use the section 13 procedure to increase your rent:

- during a fixed-term tenancy
- in the first year after your tenancy began if you have never had a fixed-term agreement.

Your rent can only be increased once a year using the section 13 procedure.

Eviction

Challenging a rent increase could provoke your landlord to evict you. After any fixed term ends, your landlord will normally be able to get a court order to evict you after serving a minimum of two months' notice if they follow the correct procedure. You will have to weigh up this risk.

Do you need further help?

**Please contact [HAD.org.uk](https://www.had.org.uk) on 020 8861 9920,
Or visit us at The Wealdstone Centre,
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This fact sheet is one of a series, providing information and advice on a number of topics.

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