

www.rahug.org.au/join

Together we can

Educate and share information with each other about our rights as renters

Support and defend each other from exploitation and eviction

Build a long-term community of renters to self represent our rights as renters for safe and secure housing for all.

The Renters And Housing Union (VIC) is a member-run union of renters and people in precarious housing, formed through the Rentstrike as a response to COVID19.

We collectively organise for the right to safe and secure housing through self-advocacy, education, and frontline eviction defence.

organise@rahug.org.au

www.rahug.org.au

Insta: @rahunionvic

Twitter: @RAHUnion

FB: @rentersandhousingunion



The RAHU Guide To Rent Increases

RAHU believes our members are stronger when we have access to useful and practical information about our rights. However, this is general information only, not legal advice. If you need legal advice, please contact a community legal centre.

Any rent increases from 21st March 2020 - 29th March 2021 are invalid.

If you have been given a rent increase from this time, you may be owed compensation.

From March 29th 2021, rent increases will be allowed again.

What's changed:

For all tenancies:

- Your landlord must give you 60 days notice of the proposed increase
- The proposed rent increase must be submitted to you via the standard form.
- On this form, your landlord must include the method by which the rent increase was calculated. The rent increase cannot be greater than the amount calculated using this method.
- If you believe the increase to be excessive, you have a right to challenge it
- You must challenge the increase **within 30 days of receiving the form**
- You can find out if the increase is excessive by comparing it to the rental market and Consumer Price Index (CPI)
- You can challenge the rent increase by ticking the box on the rent increase form, adding your contact number, and emailing this to renting@justice.vic.gov.au.

What counts as excessive?

As a union we stand against the right for housing to be dictated and dependent on market forces. For us renters stuck in the private market, the legislation defines 'excessive' by the rental market and its supply and demand. To make sure we can fight back against excessive increases after March, we've crunched the numbers. Consumer Affairs Victoria states the measurements used to calculate this are the current Consumer Price Index (CPI) or the Statewide Rent Index (SRI). Due to the rental market shifting by a significant decrease over 2020, **if your landlord increases your rent by over 1% from what you're currently paying, you may want to challenge it.**

How do I tell whether a rental increase notice is valid?

Is my rent increase notice on the proper form?

Agents and Landlords must use a formal 3 page form titled "Notice of Proposed Rent Increase to Renter of rented premises". If they do not use this form, the notice is not valid. On this new form, there is a section at the end you can tick if you would like to challenge the rent increase.

How often can my rent be increased?

From March 29th, 2021 your landlord cannot increase your rent more than once in a 12 month period. **Fixed term leases:** If your current lease started before 19th June 2019, your rent can only increase once every 6 months

Have I been provided with enough notice of the proposed rent increase?

The start date of the proposed rent increase on the notice must be at least 61 days after the date the notice is given. For example, the earliest date the rent increase on a notice given on 29 March 2021 can take effect is 29 May 2021.

What can I do if I receive an invalid proposed rent increase notice?

Can the notice be disregarded?

According to the Residential Tenancies Act (RTA), if a notice of proposed rent increase is invalid that means it is void and has no legal effect.

Can I request Consumer Affairs Victoria (CAV) certify whether the notice is valid or not?

If you are unsure whether the notice is valid you may seek legal advice or send a copy of the notice to CAV at renting@justice.vic.gov.au and request they certify if it is valid. CAV or the tenant could then notify the Landlord or agent that the notice is invalid.

What if I have complied with an invalid notice?

You may apply to VCAT for an Order under Section 452(1) of the Residential Tenancy Act to be refunded any extra rent you paid in compliance with a rental increase notice that was found to be invalid.

How can I challenge a rent increase?

If you think the proposed rent increase is excessive, tick the box in the 'Rent increase investigation' section of the form, write your phone number in the space provided and email the notice to renting@justice.vic.gov.au. You must do this within 30 days after the notice is given

What happens next?

A Residential Tenancies Inspector from Consumer Affairs Victoria (CAV) will contact you to arrange an inspection of the premises.

They can take into account:

- the current Rent Market Index for your area
- the conditions and standards of the property ie. if there are items in your lease that you've agreed to rent, yet aren't working
- rent payable for similar properties currently in the area

Contact us or one of your local RAHU members for support for your claim

What happens following the inspection?

The Inspector must provide a written Rent Assessment Report to you and your agent/landlord. This report will take into account the rent payable for similar properties of a similar standard, style and size in the same location; the state of repair and general condition of the property and the number, amount and timing of any rent increases you've already received in the last 24 months. You have 30 days after receiving the inspector's report to apply to VCAT for an order declaring the proposed rent to be excessive.

What if I was unable to apply to CAV within 30 days after the rental increase notice was given?

If you have reasonable grounds for not requesting CAV investigate the proposed rent increase within 30 days then you may still apply to VCAT for an order declaring the proposed rent to be excessive. Your application must be accompanied by a copy of the notice of rent increase and contain the reason you had not requested an inspection by CAV.

What can VCAT order?

If VCAT declares the rent or proposed rent excessive then the landlord cannot increase the rent for 12 months and they may also order the landlord to refund you any increased rent you've already paid.

What is changing on 29 March 2021?

If your rental agreement is a fixed-term rental agreement starting on or after 29 March 2021, or a periodic (month-to-month) rental agreement which you moved to on or after 29 March 2021 then your Landlord/agent may only use the new rental increase notice form. This form must include the method by which the rent increase was calculated, and the stated increase cannot be greater than the amount calculated using this method.

What else should I know?

Rent cannot be increased during a fixed-term tenancy agreement unless this is specified in writing in the agreement. You can request your landlord or agent remove this term before you sign the rental agreement.

Further resources:

www.rahu.org.au/resources

Rental Market: DHHS Rental Report www.dhhs.vic.gov.au

Consumer Affairs Victoria: www.consumer.vic.gov.au