**RENT-INCREASE NOTICE**

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| **LANDLORD’S RENT-INCREASE NOTICE TO TENANT(S) UNDER SECTION 22(1) OF THE PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016**  **This version of this form is in place until such time as section 1 and schedule 1 of the Cost of Living (Tenant Protection) (Scotland) Act 2022 is suspended or expired.**  **Scottish Ministers have temporarily set a cap on the maximum amount by which rent can be increased within a tenancy via the Cost of Living (Tenant Protection) (Scotland) Act 2022. This notice has been updated to take account of the permitted rate** **(also known as the** “**rent cap”) for the private rented sector. The rent cap is temporary and will remain in place until such time as it is suspended or expired.**  **Further information on the emergency measures introduced by the Cost of Living (Tenant Protection) (Scotland) Act 2022, including the cap on within-tenancy rent increases, is available on the Scottish Government** [**website**](https://www.gov.scot/publications/cost-of-living-rent-and-eviction/pages/rent-cap/)**: -** [**www.gov.scot/publications/rent-cap-private-landlord-guidance/pages/summary/**](https://www.gov.scot/publications/rent-cap-private-landlord-guidance/pages/summary/) | | |
| **Important information for the Tenant(s) - Please read this notice carefully.** | | |
| **Advice** - If you have questions about this notice, speak to your landlord or contact one of the following: | | |
|  | ● | your local council |
|  | ● | Shelter Scotland |
|  | ● | your local Citizen’s Advice Bureau |
|  | ● | a solicitor (you may be able to get legal aid depending on your income) |
| This notice informs you, as a Tenant, that your Landlord wants to increase the rent for your private residential tenancy. The new rent will start from the date shown in Part 2 of this notice unless you take one of the following actions: | | |
| 1. | Reach an agreement with your Landlord to further delay the rent increase. | |
| 2. | Can prove that your Landlord did not give you enough notice of the increase. | |
| The new proposed rent amount outlined in Part 2 must not be more than the rent cap set by the Scottish Ministers. If you believe you have been issued with a rent increase notice above the permitted cap, you can refer the rent increase notice to a Rent Officer to confirm whether the proposed rent increase is in line with the rent cap. You must make a referral within **21 days** of receiving this rent increase notice.  If the proposed rent increase is in line with the rent cap, the rent officer will approve the proposed rent increase. If the proposed rent would be an increase of more than the permitted rate, the rent officer will order that the rent payable under the tenancy is increased in line with the permitted rate.  You must complete Part 3 of this form and return it to your Landlord. If you do not do this, the rent increase will start from the date shown in Part 2 of this notice. | | |

**Part 1 – THE TENANT AND THE LET PROPERTY** (this part must always be completed by the Landlord)

Tenant(s) name(s):

«tenantNames»

Let property (the Tenant(s) address):

«address»

**Part 2 – THE PROPOSED RENT INCREASE** (this part must always be completed by the Landlord)

This gives you notice that: (name of Landlord(s))

«landlordNames»

of: (address of landlords(s))

«landlordAddresses»

proposes to increase your rent from £«oldRentAmount» per «oldRentPeriod»

to a new rent of £«newRentAmount» per «newRentPeriod» for your tenancy at the address in Part 1.

The new rent is to take effect from:«rentIncreaseDate»

The last time your rent was increased was: «lastRentIncreaseDate».

I can confirm that the rent increase is not more than the permitted rate (also known as the “rent cap”) set by the Scottish Ministers.

I confirm that the date the new rent will start from is at least 12 months after any previous rent increase.

Signed: *(Landlord/Landlord’s agent)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Landlord’s agent *(if appropriate):*

«landlordsAgentAddress»

**Part 3 – TENANT’S RESPONSE TO THE PROPOSED RENT INCREASE**

**(This part should be completed by the Tenant(s) and returned to the Landlord. If this isn’t done, the rent increase will take effect from the date shown in Part 2 of this notice)**

To: (Landlord/Landlord’s letting agent):

«landlordOrAgentName»

From: (name of the Tenant(s)):

«tenantNames»

of: (address of Let Property):

«address»

[[[1]](#footnote-1)\*I/We] acknowledge receipt of the rent increase notice dated «notificationSendDate» and give you notice that:

\*I/We accept the new rent to apply from: «rentIncreaseDate»

\*I/We accept the new rent, but have not been given sufficient notice. I/we can provide evidence that I//we did not receive the rent increase notice until: (insert date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Therefore, the rent increase cannot take effect until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(insert date).

\*I/We do not accept the new rent to apply from «rentIncreaseDate» and propose to apply to a Rent Officer for a determination of the open market rent.

Signed: (Tenant(s)/Tenant’s agent)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If the tenancy is a joint tenancy all Tenants (or their agents) must sign.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Tenant’s agents(s) *(if appropriate):*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**If you do not complete and return this part of the form to your Landlord, the rent increase will take effect from the date shown in Part 2 of this notice.**

**This is an important document. You should make a copy for your own records before returning this section to your Landlord.**

**GUIDANCE NOTES FOR TENANTS ON THE RENT INCREASE NOTICE**

(These notes are for guidance only)

This notice will be used by your Landlord to increase your rent if you have a private residential tenancy, as set out in the Private Housing (Tenancies) (Scotland) Act 2016[[2]](#footnote-2) (the Act).

**Scottish Ministers have temporarily set a cap on the maximum amount by which rent can be increased within a tenancy via the Cost of Living (Tenant Protection) (Scotland) Act 2022. This guidance has been updated to take account of the permitted rate** **(also known as the** “**rent cap”) for the private rented sector. The rent cap is temporary and will remain in place until such time as it is suspended or expired.**

**Further information on the emergency measures introduced by the Cost of Living (Tenant Protection) (Scotland) Act 2022, including the cap on within-tenancy rent increases, is available on the Scottish Government** [**website**](https://www.gov.scot/publications/cost-of-living-rent-and-eviction/pages/rent-cap/)**: -** [**www.gov.scot/publications/rent-cap-private-landlord-guidance/pages/summary/**](https://www.gov.scot/publications/rent-cap-private-landlord-guidance/pages/summary/)

**PART 1 – THE TENANT AND THE LET PROPERTY**

# This part must always be completed by your landlord. It will set out the name of the tenant(s) living in the property, and the address of the property.

**PART 2 – THE PROPOSED RENT INCREASE**

**DELIVERY OF THIS NOTICE**

# Your Landlord must take steps to ensure that you receive this notice as soon as possible. A notice is only valid if it is served on you in the following ways

* by handing it to you
* by sending it to you recorded delivery post at the address of the Let Property
* by emailing it to your current email address (if you have previously agreed that email is your preferred contact method)

# If your Landlord sends this notice to you by post or email, they must give you 48 hours to receive it. This delivery time should be added on to the three months’ notice your Landlord has to give you. You can challenge the 48 hours delivery time, but you must give your Landlord evidence which shows the exact date you received this notice.

# For example, if your Landlord sends this notice to you by recorded delivery on 13 January, you would be expected to receive it on 15 January. So the 3 months’ notice period would start on 15 January (see section ‘YOU ARE ENTITLED TO 3 MONTHS’ NOTICE OF ANY RENT INCREASE’).

**YOU ARE ENTITLED TO 3 MONTHS’ NOTICE OF ANY RENT INCREASE**

# Your Landlord must give you at least 3 months’ notice of any rent increase. This starts on the day you received the notice and ends on the same date 3 months after you received it. If the month in which it ends does not have that date, then it is the last day of that month.

# For example, if you received a rent increase notice on 15 January, the 3 months’ notice period would end on 15 April. So the earliest date the increased rent would apply is 16 April. If you received the notice on 30 November, the notice period would end on 28 or 29 February (depending on whether or not it was a leap year), and the earliest date the increased rent would apply is 1 March.

# If you think that your Landlord has not provided you with enough notice, you must be able to give evidence to support your claim. You should send a copy of the evidence to your Landlord along with the completed Part 3 of this form.

**FREQUENCY OF RENT INCREASES**

# A Landlord can only increase your rent using this notice if:

● you have a private residential tenancy, and

● at least 12 months will have passed between the date of your last rent increase, and the date of the proposed rent increase shown in Part 2 of this notice.

# Your rent can only be increased once per 12 month period. If this is the first rent increase since the tenancy began, the rent increase can take place within 12 months of the start date of the tenancy. If there is less than 12 months between the date of your last increase and the proposed rent increase date, the rent increase may be unlawful, in which case you would not have to pay it – speak to your Landlord about this.

**IF YOU THINK THE PROPOSED RENT INCREASE IS ABOVE THE PERMITTED RATE – REFER IT TO A RENT OFFICER**

# Your landlord cannot increase your rent by more than the permitted rate (also known as the ‘rent cap’) set by the Scottish Ministers.

# If you believe you have been issued with a rent increase notice above the permitted cap, you can refer the rent increase notice to a Rent Officer within [Rent Service Scotland](https://www.gov.scot/publications/about-rent-service-scotland/), to confirm whether the proposed rent increase is in line with the rent cap. **You must make a referral within 21 days of receiving this rent increase notice.**

# Rent Officers are independent officers appointed by statute. They will determine whether the rent increase your landlord has provided notice of is within the permitted rate currently in place. If the rent increase is in line with the rent cap, the rent officer will approve the proposed rent increase. If the proposed rent would be an increase of more than the permitted rate, then the rent officer will order that the rent payable under the tenancy is increased in line with the permitted rate (not above it).

# Before you make a referral to a Rent Officer, you must tell your landlord that you are going to do this by completing and returning Part 3 of this form to your landlord. If you are a joint tenant and you received a joint notice, make sure Part 3 is signed by all joint tenants. If you each received individual notices, make sure you each sign and send back Part 3 of the notice you received.

# You can apply to the Rent Officer by using the designated form that can be found at the link: <https://www.mygov.scot/apply-about-rent>. Printable versions of the form and guidance notes can be found at the link: <https://www.gov.scot/publications/private-residential-tenancy-prescribed-notices-forms/>. The Rent Officer will aim to send you the decision as soon as practicable after receiving the completed form.

**PART 3 – TENANT’S RESPONSE TO THE PROPOSED RENT INCREASE**

**WHAT YOU NEED TO DO IF YOU HAVE RECEIVED THIS NOTICE**

# You must return Part 3 to your Landlord as soon as possible. Keep a copy for your records.

# You may want to discuss the proposed new rent with your Landlord before you complete and return Part 3, particularly if you believe the new rent exceeds the rent cap currently in place. If you contact your Landlord to discuss the proposed rent increase, you should both be aware that you will need to hold the discussion in good time so you still have the option to refer the rent increase notice to a Rent Officer (if applicable) for determination on whether the rent is within the current permitted rate. You have **21 days** from the date you received this notice to refer a case to a Rent Officer.

# Before sending a referral to a Rent Officer (using the designated form), you must use Part 3 above to tell your Landlord that you are going to refer your case to a Rent Officer.

# If you receive benefits to help you with your rent, you should tell whoever pays them about any changes to your rent amount.

**GUIDANCE NOTES FOR LANDLORDS ON THE RENT INCREASE NOTICE**

(These notes are for guidance only)

You will use this notice to increase your Tenant(s) rent if they have a private residential tenancy, as set out in the Private Housing (Tenancies) (Scotland) Act 2016[[3]](#footnote-3) (the Act).

**Scottish Ministers have temporarily set a cap on the maximum amount by which rent can be increased within a tenancy via the Cost of Living (Tenant Protection) (Scotland) Act 2022. This guidance has been updated to take account of the permitted rate** **(also known as the** “**rent cap”) for the private rented sector. The rent cap is temporary and will remain in place until such time as it is suspended or expired.**

**Further information on the emergency measures introduced by the Cost of Living (Tenant Protection) (Scotland) Act 2022, including the cap on within-tenancy rent increases, is available on the Scottish Government** [**website**](https://www.gov.scot/publications/cost-of-living-rent-and-eviction/pages/rent-cap/)**: -** [**www.gov.scot/publications/rent-cap-private-landlord-guidance/pages/summary/**](https://www.gov.scot/publications/rent-cap-private-landlord-guidance/pages/summary/)

**WHEN TO USE THIS NOTICE**

# You may serve this notice on your Tenant(s) only in the following circumstances:

1. Your Tenant(s) has a private residential tenancy as set out in the Act;
2. You want to increase the rent; and
3. This rent increase would not take effect earlier than 12 months after the rent was last increased.

**GIVING THE RIGHT AMOUNT OF NOTICE**

# You must give your Tenant(s) at least three months’ notice of the proposed increase. The three month notice period starts on the day the Tenant(s) receives the rent increase notice and ends the same date three months after the Tenant received it. If the month in which it ends does not have that date, the notice period will end on the last day of that month.

# For example, if the tenant received the rent increase notice on 15 January, the 3 months’ notice period would end on 15 April. So the earliest date the increased rent would apply is 16 April. If they received the rent increase notice on 30 November, the notice period would end on 28 or 29 February (depending on whether or not it was a leap year), and the earliest date the increased rent would apply is 1 March.

# If you do not provide your Tenant(s) with the necessary three months’ notice of an increase, your Tenant will not be required to pay the increased amount until three months has passed since the day they received your rent increase notice.

# You must include time for delivery of the notice. See the section on ‘How to serve the notice’.

**HOW TO COMPLETE THIS NOTICE**

# As Landlord you should complete Parts 1 and 2 of this notice.

# Currently, you cannot increase your tenant(s) rent by more than the permitted rate (also known as the ‘rent cap’) set by the Scottish Ministers.

# If your tenant(s) believes they have been issued with a rent increase notice above the permitted cap, they can refer the rent increase notice to a Rent Officer within [Rent Service Scotland](https://www.gov.scot/publications/about-rent-service-scotland/), to confirm whether the proposed rent increase is in line with the rent cap.

# You should leave Part 3 blank. This is for your Tenant(s) to fill in when giving you a response to the proposed new rent.

**HOW TO SERVE THE NOTICE**

# After you sign and date the rent increase notice, you must take steps to ensure your Tenant(s) gets it as soon as possible. You must serve it in one of these ways:

* by handing it to them
* by sending it to them recorded delivery post at the address of the Let Property
* by emailing it to them at their current email address (if they have already agreed that email is their preferred contact method)

# Unless delivered personally, you must also allow the Tenant 48 hours to receive the notice which should be added on to the three months’ notice you must give the Tenant. In any event, there must be a period of at least three months from your Tenant receiving the notice and the rent increase commencing.

# If you have joint Tenants, all the Tenants must be named in Part 1 of this document or each Tenant must receive an individual copy of this notice.

**YOUR TENANT’S RESPONSE**

# Your Tenant(s) should respond to this rent increase notice by returning Part 3 to you. Make sure your Tenant(s) knows whether this should be sent to you or to an Agent who deals with your affairs.

# Your Tenant(s) may ask to discuss the proposed new rent with you (see section NEGOTIATING WITH YOUR TENANT(S)) or will use Part 3 of this notice to respond in one of three ways. By:

● accepting your proposed new rent (if your Tenant(s) accepts the new rent it will start on the date in this Notice)

● accepting your proposed new rent, but challenging the date on which it will apply (your Tenant(s) must be able to prove that they have not been given enough notice of the rent increase)

● letting you know that they believe the proposed rent is above the permitted rate currently in place, and that they are referring their case to a Rent Officer for a determination, this must be done within 21 days of the Tenant(s) receiving this rent increase notice.

# If it’s a joint tenancy and you send one notice and name all of the Tenants in Part 1, all the Tenants must individually sign Part 3. If you send each joint Tenant an individual notice, you will need each of them to sign and return Part 3.

# If the Tenant(s) does not complete and return Part 3 to you, the rent increase will start from the date proposed in this notice.

**NEGOTIATING WITH YOUR TENANT(S)**

# If your Tenant(s) contact you to discuss the proposed rent increase, you should both be aware that you will need to have the discussion in plenty of time so your Tenant(s) has the option of referring the rent increase notice to a Rent Officer. Your Tenant(s) will have 21 days from when they receive this notice to refer their case to a Rent Officer at Rent Service Scotland.

**FURTHER GUIDANCE**

20. If you are not sure about anything in this notice, (for example, how to complete it or the kind of tenancy your Tenant has), you should get advice from one of the following:

* your local council
* Shelter Scotland
* your local Citizen’s Advice Bureau
* a solicitor
* the Scottish Association of Landlords (a membership organisation)

**LEGISLATION**

# The Private Housing (Tenancies) (Scotland) Act 2016 contains the legislative framework relating to private residential tenancies. The 2016 Act has been temporarily modified by the Cost of Living (Tenant Protection) (Scotland) Act 2022. Schedule 1 of the 2022 Act contains the legislative provisions on the temporary rent cap.

1. \* delete ‘I’ or ‘We’ as appropriate [↑](#footnote-ref-1)
2. <http://www.legislation.gov.uk/asp/2016/19/contents/enacted> [↑](#footnote-ref-2)
3. <http://www.legislation.gov.uk/asp/2016/19/contents/enacted> [↑](#footnote-ref-3)