

Rent increases: assured shorthold tenants

This factsheet looks at how your landlord can increase your rent if you are an assured shorthold tenant with a private landlord.

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 'section 13' procedure

You agree to an increase

You and your landlord can choose to agree a rent increase. If you pay the increased rent, or you claim more benefits to cover the new rent, this will normally be taken to mean you agreed to the increase.

Your landlord can offer you a new tenancy agreement at a higher rent. If you agree you'll have to pay the amount that's set out in the contract.

Rent review clause in your 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'. For example, a clause 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, eg 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.

Risk of eviction

Your landlord might decide to try and evict you if you don't agree to a rent increase.

After any fixed term ends, your landlord will normally be able to get a court order to evict you after serving a 'no fault' section 21 notice if they follow the correct procedure.

Further advice

You can get further advice from england.shelter.org.uk/housing_advice, local Shelter advice service or local Citizens Advice. If you have nowhere to sleep tonight, are at risk of harm or losing your home within the next 2 months, call Shelter Helpline on **0808 800 4444** for advice and information on your options.*

*Calls are free from UK landlines and main mobile networks.



Funded by
UK Government



Registered charity in England and Wales (263710)
and in Scotland (SC002327).

Note

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