

Rent: One Increase Per Year

Landlord FAQ

Q: How often can I increase the rent?

A: Only once a year, using a Section 13 notice with at least two months' written notice.

Q: Can I still increase rent informally by agreement with my tenant?

A: No. A Section 13 notice must be used in every case and rent can no longer be increased by informal or mutual agreement.

Q: Can I rely on a rent-review clause in my existing tenancy agreement?

A: No. Contractual rent-review clauses are no longer enforceable, regardless of what your tenancy agreement says.

Q: What if my tenant disagrees with the increase?

A: They can challenge it at the First-tier Tribunal, so it's important that any increase reflects the genuine local market rent.

Q: Could the Tribunal reduce my proposed rent increase?

A: Yes - if the Tribunal decides the market rent is lower than what you proposed, it will set the rent at that lower figure instead. It can't go below what your tenant is currently paying, though, so the worst case is that your increase doesn't go through, not that your existing rent gets cut.

Q: What should I do to make sure my increase holds up if challenged?

A: Keep clear, transparent evidence of comparable local rents to support your figure and make sure the Section 13 notice is correctly served with the required two months' notice.

Q: Can I increase the rent at any point, including early in a tenancy?

A: No - you cannot increase the rent at all during the first 12 months **of a tenancy**, and a Section 13 notice served within that period has no legal effect. After that, increases are limited to once every 12 months, measured from the date the previous increase took effect.

Q: If a tenant challenges my increase at the Tribunal, could I end up with a higher rent than I proposed?

A: No. The Tribunal can only confirm your proposed figure or set a lower one - it cannot increase the rent beyond what you proposed, so there's no downside to trying a fair, evidenced figure.