

VARIATION OF RENT

55.(1) The landlord may increase the rent payable under a residential tenancy agreement by giving written notice to the tenant specifying the date as from which the increase takes effect.

(2) However—

- (a) the right to increase the rent may be excluded or limited by the terms of the residential tenancy agreement; and
- (b) if the tenancy is for a fixed term, the residential tenancy agreement is taken to exclude an increase in rent during the term unless it specifically allows for an increase in rent; and
- (c) the date fixed for an increase of rent must be at least 12 months after the date of the agreement or, if there has been a previous increase of rent under this section, the last increase and at least 60 days after the notice is given but—
 - (i) if the maximum rent for the premises has been fixed by a housing improvement notice, and the notice is revoked, the landlord may, by notice given under this section within 60 days after revocation of the housing improvement notice, increase the rent for the premises from a date falling at least 14 days after the notice is given; and
 - (ii) if the landlord is a registered community housing organisation, and the residential tenancy agreement provides for variation of rent in accordance with the tenant's income, the landlord may increase the rent on the ground of a variation in the tenant's income from a date falling at least 14 days after the notice of the increased rent is given; and
 - (iii) if the landlord is a registered community housing organisation under a residential tenancy agreement that allows the landlord to change the basis of calculating the rent payable under the agreement, and the landlord gives the tenant written notice that there is to be a change in the basis of calculating rent as from a specified date (which must be at least 60 days after the notice is given and at least 12 months from the date of the agreement, or if there has been a previous change in the basis of rent calculation, at least 12 months from the date of the last such change), the rent may be increased to accord with the new basis of rent calculation as from the specified date without further notice under this section.

(2a) Despite subsections (1) and (2), the rent payable under a residential tenancy agreement may be increased at any time by mutual agreement between the landlord and the tenant.

(2b) However, an increase of rent under subsection (2a) must be at least 12 months after the date on which the residential tenancy agreement was entered into or, if there has been a previous increase of rent under this section, the last increase.

(3) The rent payable under a residential tenancy agreement may be reduced by mutual agreement between the landlord and the tenant.

(4) A reduction of rent may be made on a temporary basis so that the rent reverts to the level that would have been otherwise applicable at the end of a specified period.

(5) If the rent payable under a residential tenancy agreement is increased or reduced under this section, the terms of the agreement are varied accordingly.

(6) This section does not affect the operation of a provision of a residential tenancy agreement under which the rent payable under the agreement changes automatically at stated intervals on a basis set out in the agreement.

(7) For the purposes of this section, a series of residential tenancy agreements between the same parties and relating to the same premises is treated as a single residential tenancy agreement unless at least 12 months have elapsed since rent for the premises was fixed or last increased.

For further information contact Consumer and Business services on 131 882, or visit www.sa.gov.au/tenancy/renters