

3.01 Rent Receipts, Increases and Reductions

Rent Receipts

Am I entitled to receipts for rent payments?

The owner/agent must give you a receipt within three days of receiving a rent payment (*Residential Tenancies Act WA (1987)*, s. 33 (1), penalty \$1000). The only time the owner/agent doesn't have to give you a receipt is if you pay rent directly into an authorised deposit-taking institution, for example a bank or a building society, chosen by the owner (s.33(2)) OR if you are a DH tenant (see chapter 1.4 Department of Housing Tenants).

The rent receipt must show:

- the date the payment was made;
- who paid the rent;
- the amount paid;
- the rental period covered by the payment; and
- the address of the rented property.

Receipts should always be kept as proof of rent paid. This helps avoid any confusion or dispute over rent owing.

Rent Increases

When can the owner increase my rent?

If you are in a periodic tenancy, the owner/agent can only increase the rent IF they have given you 60 days notice in writing AND it has been at least six months since the last increase.

If you are in a fixed term tenancy, the owner/agent can only increase the rent IF there is a specific clause in your tenancy agreement which provides that rent may be increased AND the owner/agent has given you at least 60 days notice in writing AND it has been at least six months since the last increase. Your tenancy agreement may already contain a clause relating to the amount of increase and the date that the rent increase starts from. It is important to check your agreement for such clauses.

Notices of rent increases must:

- be in writing (either a letter OR a Form 18: Notice to Tenant of Rent Increase Pursuant to Section 30 – a sample Form 18 can be viewed on the TAS website, www.taswa.org);
- state the amount of the increase; and
- state the day from which the increase becomes payable (which must be at least **60 days** from the day the notice was given).

If your fixed term tenancy is coming to an end and you want to enter into another agreement at the same property, the owner/agent **does not** need to provide formal or written notice of their intention to increase the rent in the new agreement. The owner/agent can increase the rent from the date you enter into a new agreement.

Some owner/agents may write to you prior to the end of a fixed term tenancy asking if you want to enter into a new agreement at the same property. They may also provide notice of a rent increase with the new agreement within these letters.

What if you are not given the correct notice?

If the owner/agent does not give the correct notice for a rent increase, the rent must stay the same. You can refuse to pay the rent increase until the correct notice is given. You can also refuse if the notice does not include the required information, or the notice is given verbally. The 60 day notice period begins when the correct notice is issued, not from when incorrect notice was given.

You do not have to pay the rent increase if the owner/agent has not given the correct notice.

How often can the rent be increased?

The owner/agent can **not** increase the rent more than once every six months (s.30). This applies even if more people move into the premises.

Is there a limit to how much the rent can be increased?

There are no rent control laws in Western Australia. This means there is no limit to how much rent can be increased by the owner. However, there are very limited circumstances where you might be able to argue that the rent is excessive. See the section below.

Rent Reductions

What can I do if I believe the rent is too high?

Under the *Residential Tenancies Act* (s.32), you can apply to the Magistrates Court for a rent reduction or to prevent an attempted rent increase in very limited circumstances. If you have already agreed to the rent increase, you can still apply to the Court.

For your application to be successful you must show that:

1. Since you entered into the tenancy, without any fault on your part, there has been a significant reduction in the chattels provided with the property (for example, furniture or whitegoods) or in the facilities provided (for example, the toilet can't be used) (s.32(2)(a)); or
2. The owner/agent has applied an excessive rent increase in an attempt to force you to move out (s.32(2)(b)).

The court will consider a number of factors when deciding if the rent increase is excessive (s.32(3)). It is your responsibility to provide this information to the court. These factors include the:

- General level of rent for similar properties in the area;
- Estimated value of the property and chattels;
- General state of repair and condition of the property and chattels;
- Outgoings to be paid by the owner (eg. rates); and/or
- Estimated cost of any services provided by the tenant or owner under the agreement.

If you are successful, the court will order that the rent is excessive and may order that from a certain date the rent shall not exceed a set amount. You should apply to the Magistrates Court as soon as a problem arises because if you are successful, the Court can only backdate the order to the date of your application, not when the changes to the rent or the property occurred (s.32(4)).

However in your application you could also seek compensation for any loss you suffered during the period of time prior to the date of your application IF the owner/agent has breached the tenancy agreement. For example, if the washing machine was broken without any fault on your part, the owner refused to fix it, and you had to pay to use washing facilities elsewhere – see chapter [3.12 Compensation for Loss Incurred Due to a Breach by the Owner](#).

(Also see chapters [6.02 Seeking a Performance Order from the Magistrates' Court](#), [6.03 Preparing for Court](#) and [6.04 Going to Court](#) for more information).

Are there any other situations where I can get a rent reduction?

If a temporary situation arose in your rented property which has had or could have a negative effect on your use of the property, part of the property, items contained within the property or facilities at the property, you can contact the owner/agent and request a reduction in rent for the period of time the situation lasted or will last. Some examples are:

- The air conditioner broke down, through no fault of yours, and for 2 months in the summer you couldn't use it;
- The owner wishes to sell the property and proposes to have a number of people viewing the property over the next few weeks; and/or
- When you moved into the property, for the first month the owner stored their own items in the shed and you couldn't use it.

It is advisable to seek to negotiate a rental reduction by writing to the owner/agent (see chapter [3.13 Writing a Letter to the Owner/Agent](#) for assistance). Keep a copy of your letter and all letters/correspondence sent to you from the owner/agent.

If, following negotiation, the owner/agent refuses to reduce your rent for the temporary period you could try to seek an order for compensation from the Court. You will need to show that the owner/agent has breached the tenancy agreement and that you have suffered a loss as a result (see above together with the chapters referred to).

List of Tenants' Rights Manual chapters referred to in this info sheet:

- [1.04 Department of Housing Tenants](#)
- [3.12 Compensation for Loss Incurred Due to a Breach by the Owner](#)
- [3.13 Writing a Letter to the Owner/Agent](#)
- [6.02 Seeking a Performance Order from the Magistrates' Court](#)
- [6.03 Preparing for Court](#)
- [6.04 Going to Court](#)