

## Landlord Rent Increase Letter

Date of Notice

From: Landlord Name, Address and Telephone Number

Tenant(s) Name

Address of Rental Unit

As you know, your lease on the referenced property will expire on **(date)**. You have been great tenants and your care of the property and prompt rental payments are greatly appreciated.

Find a new Lease Agreement attached to this Notice of Rent Increase that will extend your rental term for a period of **(amount of time for new lease)**. Should you decide to extend your lease, this notice informs you that, effective **(insert the new lease beginning date)**, your rent will be increased to **(amount of new rent)** and will be due **(date rent is due)**.

All other terms of the Lease Agreement will remain in full force and effect **(or insert any changes here)**.

This rental increase is necessary due to **(reason for increase)**.

Please sign and return both the attached Notice of Rent Increase and Lease Agreement to our office at the address shown above by **(date by which lease should be returned)**. If you decide not to renew your Lease Agreement, please notify as soon as possible or by the legally required date of **(date here)**. We have provided copies of each document for you to retain for your records.

Please contact us at the telephone number shown above if you have any questions. Thank you.

**(insert a signature line for Landlord with a line for date of signature)**

**(insert signature lines for each tenant with a line for date of signature)**

If you have a lease on a property, you cannot raise the rental amount during the term of the lease, unless there is a provision allowing rent increases in the lease.

When sending a rental increase letter to a tenant, there are requirements that are specified by law. LandLordStation.com recommends that you seek professional counsel or otherwise familiarize yourself with the laws pertaining to rental increases in your state.

We offer some general guidelines for a rent increase letter. In most states, if the rental increase is 10% or less over the current rental amount, a 30-day notice will suffice. If the rental increase is above 10% over the current rental amount, a 60-day notice may be required. The rent increase notice should state that the increased rental takes effect beginning the first day after the current lease's expiration date.

The 30 day and 60 day rule can change depending on how notice is delivered to the tenant. If the landlord hand-delivers the rent increase letter, the 30 day or 60 day notice

applies. However, if the notice is mailed to the tenant, an additional 5 days must be added to the notice amount making the notice due 35 days or 65 days respectively.

If you do not have a lease (a periodic rental agreement), your rent increase notice must be served as the tenancy is set out. For example, if the rental is a month-to-month situation, the landlord must generally give a 30 day notice with the 5-day provision for mailing the notice. If tenancy is paid weekly, then a 7 day notice is required.

Another situation that impacts the ability of a landlord to raise the rent amount is a local rent control ordinance. In the event that the property is located in an area with rent control, you must comply with the provisions set out by the local rent control board.

Bear in mind that, whether your tenant is a great performer (keeps the property up and pays the rent on time) or not, a rental increase can be a very unwelcome bit of news. Writing and sending a rent increase letter requires some diplomacy and some salesmanship. Be sure to tell your tenants how much you appreciate them and their care of the property and/or their timely rental payments.

Another thing you might want to include in your rent increase notice is your reason for raising the rental amount. You may have higher property taxes or have to compensate for repairs or improvements on the property. One thing you cannot do is raise the rent as retaliation for late payments or returned checks or any other action by the tenant. Your remedy for those situations should be set out in the lease with the fees that are incurred when these things arise.

It is a good idea to attach a new lease agreement to the rent increase letter with the new rental amount included on the lease.

This information and the rent increase letter sample is meant to use as a guideline only. Our suggested rent increase letter should be made to conform with the state and local laws applicable to your property. You can [store your Rent Increase Notice in a document vault for free](#) with LandLordStation.com for easy reference.