

**Rent Increase Notice**

**IMPORTANT: PLEASE NOTE THAT DURING THE PERIOD 6 SEPTEMBER 2022 TO 30 SEPTEMBER 2023 THE COST OF LIVING (TENANT PROTECTION) (SCOTLAND) ACT PLACES RESTRICTIONS ON RENT INCREASES AND EVICTIONS – FOR GUIDANCE ON INCREASING RENT DURING THIS PERIOD PLEASE SEE OUR [FACTSHEET HERE](#) FOR DETAILS.**

For rent increase notices issued from 1 April 2023 the permitted rate of increase will be set at 3%. To increase rents by this amount landlords **must wait until 1 April 2023** to issue the rent increase notice. The notice period is 3 months so **the increase can't come into force until July 2023**.

A notice issued by email or recorded delivery on 1 April 2023 can set the new rent to apply from 4 July 2023.

The rent increase notice template can be found overleaf.

Please ensure that before completing it you read the [rent increase notice guide](#), particularly the sections about calculating the notice period and allowing an extra 48 hours for delivery on top of the statutory 3 month notice period.

**The wording of this template is prescribed in legislation and the text must be in the form set out overleaf. It should not be edited or deleted other than where instructed to do so or where indicated by a \* or blue text.**

If you require any assistance with completing the notice or working out the date to enter in part 2, please phone the SAL member advice helpline on 0131 5640100.

## RENT-INCREASE NOTICE

### LANDLORD'S RENT-INCREASE NOTICE TO TENANT(S) UNDER SECTION 22(1) OF THE PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016

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This version of this form is in place until such time as section 1 and schedule 1 of the Cost of Living (Tenant Protection) (Scotland) Act 2022 is suspended or expired.

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Scottish Ministers have temporarily set a cap on the maximum amount by which rent can be increased within a tenancy via the Cost of Living (Tenant Protection) (Scotland) Act 2022. This notice has been updated to take account of the permitted rate (also known as the “rent cap”) for the private rented sector. The rent cap is temporary and will remain in place until such time as it is suspended or expired.

Further information on the emergency measures introduced by the Cost of Living (Tenant Protection) (Scotland) Act 2022, including the cap on within-tenancy rent increases, is available on the Scottish Government website: - [www.gov.scot/publications/rent-cap-private-landlord-guidance/pages/summary/](http://www.gov.scot/publications/rent-cap-private-landlord-guidance/pages/summary/)

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**Important information for the Tenant(s) - Please read this notice carefully.**

**Advice** - If you have questions about this notice, speak to your landlord or contact one of the following:

- your local council
- Shelter Scotland
- your local Citizen’s Advice Bureau
- a solicitor (you may be able to get legal aid depending on your income)

This notice informs you, as a Tenant, that your Landlord wants to increase the rent for your private residential tenancy. The new rent will start from the date shown in Part 2 of this notice unless you take one of the following actions:

1. Reach an agreement with your Landlord to further delay the rent increase.
2. Can prove that your Landlord did not give you enough notice of the increase.

The new proposed rent amount outlined in Part 2 must not be more than the rent cap set by the Scottish Ministers. If you believe you have been issued with a rent increase notice above the permitted cap, you can refer the rent increase notice to a Rent Officer to confirm whether the proposed rent increase is in line with the rent cap. You must make a referral within **21 days** of receiving this rent increase notice.

If the proposed rent increase is in line with the rent cap, the rent officer will approve the proposed rent increase. If the proposed rent would be an increase of more than the permitted rate, the rent officer will order that the rent payable under the tenancy is increased in line with the permitted rate.

You must complete Part 3 of this form and return it to your Landlord. If you do not do this, the rent increase will start from the date shown in Part 2 of this notice.

**Part 1 – THE TENANT AND THE LET PROPERTY** (this part must always be completed by the Landlord)

Tenant(s) name(s): [\[Enter tenant\(s\) name\(s\)\]](#)

Let Property (the Tenant(s) address): [\[Enter property address\]](#)

**Part 2 – THE PROPOSED RENT INCREASE** (this part must always be completed by the Landlord)

This gives you notice that: (name of Landlord(s))  
[\[Enter landlord name\(s\)\]](#)

of: (address of landlords(s))  
[\[Enter address of landlord\(s\)\]](#)

proposes to increase your rent from £[\[Enter amount\]](#)  
per \*week/fortnight/4 weeks/month/quarter/year

to a new rent of £[\[Enter amount\]](#) per \*week/fortnight/4 weeks/month/quarter/year for your tenancy at the address in Part 1.

The new rent is to take effect from: (insert date)  
[\[Enter date\]](#)

The last time your rent was increased was: (insert date (if appropriate))  
[\[Enter date \(if appropriate\)\]](#)

I confirm that the rent increase is not more than the permitted rate (also known as the “rent cap”) set by the Scottish Ministers.

I confirm that the date the new rent will start from is at least 12 months after any previous rent increase.

Signed: (Landlord/Landlord’s agent)

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Date:

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Address of Landlord’s agent (if appropriate):  
[\[Enter address of landlord’s agent \(if appropriate\)\]](#)

**Part 3 – TENANT’S RESPONSE TO THE PROPOSED RENT INCREASE**

**(This part should be completed by the Tenant(s) and returned to the Landlord. If this isn’t done, the rent increase will take effect from the date shown in Part 2 of this notice)**

To: (Landlord/Landlord’s letting agent): \_\_\_\_\_

From: (name of the Tenant(s)): \_\_\_\_\_

of: (address of Let Property): \_\_\_\_\_

\_\_\_\_\_  
[\*I/We] acknowledge receipt of the rent-increase notice dated \_\_\_\_\_ and give you notice that:

\*I/We accept the new rent to apply from: (insert date) \_\_\_\_\_

\*I/We accept the new rent, but have not been given sufficient notice. I/we can provide evidence that I/we did not receive the rent-increase notice until: (insert date) \_\_\_\_\_.  
Therefore, the rent increase cannot take effect until \_\_\_\_\_(insert date).

\*I/We do not accept the new rent to apply from \_\_\_\_\_(insert date) and propose to make a referral to a Rent Officer to confirm whether the proposed rent increase is in line with the rent cap.

Signed: (Tenant(s)/Tenant’s agent) \_\_\_\_\_

If the tenancy is a joint tenancy all Tenants (or their agents) must sign.

Date: \_\_\_\_\_

Address of Tenant’s agents(s) (if appropriate): \_\_\_\_\_

\_\_\_\_\_  
**If you do not complete and return this part of the form to your Landlord, the rent increase will take effect from the date shown in Part 2 of this notice.**

**This is an important document. You should make a copy for your own records before returning this section to your Landlord.**

[\* delete ‘I’ or ‘We’ as appropriate]