

# Rent increases

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The *Residential Landlord and Tenant Act* (RLTA) does not limit the amount of a rental increase. However, it does place timing and notice requirements on landlords in relation to rental increases. They are:

- during the first year of a tenancy, a landlord cannot increase the rent;
- before any rent increase, the landlord must give the tenant written notice at least three full rental months prior to the increase; and
- a landlord can increase the rent only once every 12 months.

The timing and notice requirements for a rental increase do not apply where the rental increase is: (a) for one or more additional occupants, and (b) is authorized under the tenancy agreement.

Landlord and tenant cannot enter into multiple agreements to avoid rules about rental increases.

## Mobile home site exception

If a tenant of a mobile home site receives a notice of rent increase from the landlord (the mobile home park), the tenant may treat the rent increase notice as a notice to end the tenancy by advising the landlord in writing **within 30 days** of receipt of the notice. If a tenant chooses to end the tenancy of the mobile home site, the landlord is not allowed to apply a rent increase to the site until the tenant has vacated the site.

If the notice of rent increase is used to end the tenancy, the tenancy will end the day before the rent is due and in the 12th month following the month in which the tenant received the notice of rent increase.

If the tenant changes their mind about leaving the mobile home site and the landlord and tenant both agree to continue the tenancy, the notice of rent increase takes effect on the date in the original notice of rent increase, unless the landlord and tenant agree differently.