

09

RENTAL INCREASE CONTEST

Residential Tenancies Act 1999 (NT) — Sections 41–42

NT — NTCAT

Your rights when you receive a rent increase notice you believe is invalid or excessive

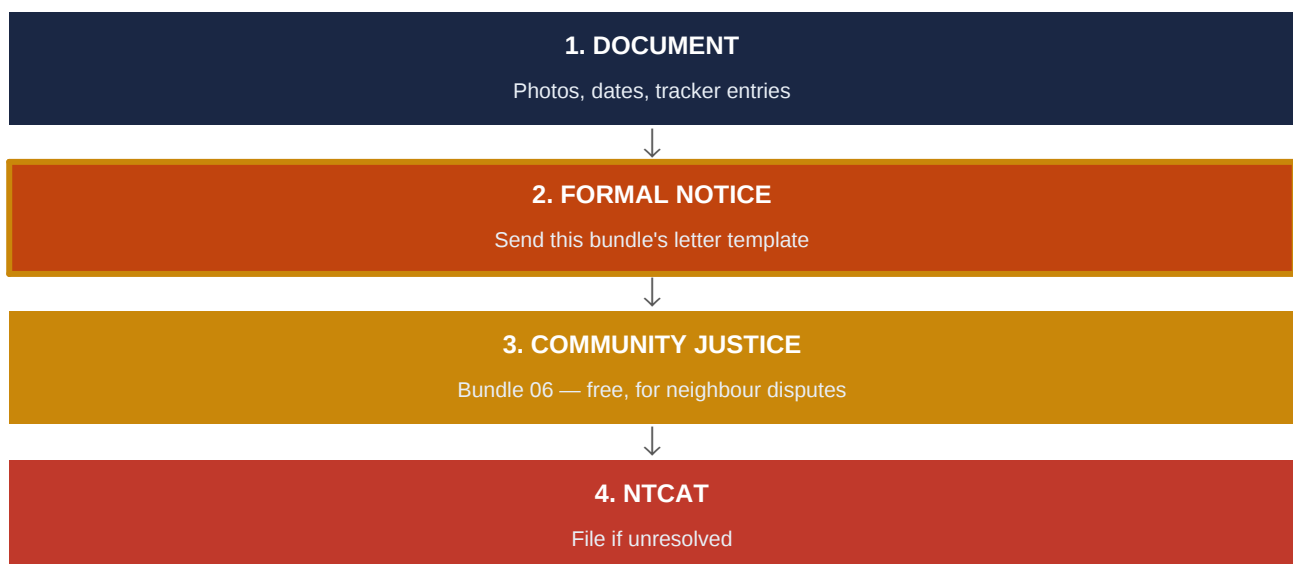
WHEN TO USE THIS BUNDLE

Use this bundle when you receive a rent increase notice that you believe is invalid (not provided for in your agreement, insufficient notice, or too soon after the last increase) or excessive compared to the current market.

KNOW THE LAW — CONTESTING A RENTAL INCREASE (SS.41–42)

Under s.41, a rent increase is only valid if the right to increase (and the calculation method) is already specified in your tenancy agreement, at least 30 days' written notice is given, and it takes effect no earlier than 6 months after the tenancy started or the last increase. If you believe the rent is excessive, s.42 lets you apply to NTCAT for a declaration.

HOW THE SYSTEM WORKS — YOUR ESCALATION PATH



The highlighted box shows where this bundle fits in the journey.

01 Check the notice's validity first

Is the right to increase actually written into your agreement? Was 30 days' notice given? Has 6 months passed since the last increase? An invalid notice has no effect.

02 Research comparable properties

Gather at least 3 comparable properties currently listed for rent in your area as supporting market evidence.

03 Respond in writing immediately

Note the date you received the notice and send a formal written contest as soon as possible.

04 Apply to NTCAT under s.42 if the rent is excessive

This is your formal review right for an excessive rent.

05 Continue paying current rent

Pay rent at the current rate until any valid increase lawfully takes effect.

IF YOU NEED TO ESCALATE — WHAT NTCAT CAN ORDER

NTCAT can declare a rent excessive under s.42 and determine an appropriate rent based on market evidence.

★ GOOD TO KNOW — CHECK THE AGREEMENT FIRST — NOT EVERY INCREASE IS EVEN ALLOWED

Unlike some other states, an NT rent increase isn't automatically permitted — the right to increase must already be written into your specific tenancy agreement. If it isn't, the increase has no legal effect regardless of notice given.

■ CRITICAL — AN INVALID NOTICE HAS NO LEGAL EFFECT

If the right to increase isn't specified in your agreement, or the notice fails the 30-day or 6-month requirements, it does not take effect — check this before anything else.

■ CRITICAL — SECTION 42 IS YOUR FORMAL EXCESSIVE-RENT REVIEW RIGHT

Use it directly at NTCAT if negotiation doesn't resolve an excessive increase.

1. COPY

Copy the letter below into a new email

2. FILL

Replace every **[bracketed]** field with your details

3. SEND

Email it — request a read receipt, save a copy

Fill in every **[bracketed]** field, then send via email — request a read receipt.

SUBJECT:

FORMAL CONTEST OF PROPOSED RENTAL INCREASE: **[Insert Property Address]**

1. NOTICE OF CONTEST

- I acknowledge receipt of your notice dated **[Insert Date of Notice]** proposing a rent increase from **[\$[Current Amount]]** to **[\$[Proposed Amount]]** per week, effective **[Proposed Date]**.
- I formally contest this increase pursuant to sections 41–42 of the Residential Tenancies Act 1999 on the basis that: **[state basis — e.g., the right to increase is not specified in my tenancy agreement / notice period is under 30 days / increase is within 6 months of the last increase / increase is excessive compared to the current market]**.

2. MARKET EVIDENCE (IF APPLICABLE)

- Property 1: **[Address or listing link]** — **[\$[Amount]]** per week
- Property 2: **[Address or listing link]** — **[\$[Amount]]** per week
- Property 3: **[Address or listing link]** — **[\$[Amount]]** per week

3. ESCALATION PATH

- If this matter is not resolved directly, I will apply to NTCAT under section 42.

Yours sincerely,

[Your Full Name]

[Property Address]

[Date]

[Contact Number / Email]