

National comparison of tenancy laws in Australia



	Legislation	Termination without grounds allowed during Periodic lease?	Termination without grounds allowed during fixed term lease?	Rent increases	Rent Increases – Notice	Rent Increases – Period between increases	Rent caps or stabilisation?	Minimum standards
WA	<i>Residential Tenancies Act 1987 - Home Page</i>	60 days notice.	30 days notice.	Government have committed to allowing rent increase only once a year (prev twice). Limitation of rent increase in certain circumstances a tenant may apply to a court for an order that the rent increase is excessive.	60 days notice	6 months changing to annual	No rent caps but rent increase limited to once a year.	Landlords must ensure premises are in a reasonable state of repair. Minimum standards pertain to security and safety such as door locks, window locks, exterior lights, window fittings and anchors and smoke alarms.
NSW	<i>Residential Tenancies Act 2010</i>	<p>✔ Bipartisan election commitment to ban without grounds evictions in March 2023, not yet implemented.</p> <p>Formerly 90 days notice to vacate.</p>	<p>✔ Bipartisan election commitment to ban without grounds evictions made in March 2023.</p> <p>Formerly with 30 days notice</p>	Can only be increased during an ongoing lease or fixed term lease over 2 years, unless there's an agreement that states the method of calculating it.	60 days notice	Annual	The method rents are increased by, must be set out clearly and statements such as 'in line with the market' are not allowed. Tenants can challenge a rent increase they believe is excessive at the tribunal.	Properties must: Be structurally sound; Have adequate natural or artificial lighting in each room, except storage rooms or garages; Have adequate ventilation; Be supplied with electricity or gas and have enough sockets for lighting, heating and appliances; Have adequate plumbing and drainage; Have a water connection that can supply hot and cold water for drinking, washing and cleaning; Have bathroom facilities, including a toilet and washing facilities that allow users' privacy.
Victoria	<i>Residential Tenancies Act 1997</i>	<p>✔ The landlord cannot terminate without grounds.</p> <p>Landlords must give 60 days' notice for periodic tenancies – and a reason and evidence for it must be provided.</p>	Only allowed only at the end of the first fixed term lease, with 90 days notice. Rental providers (landlords) cannot issue a 'no specified reason' notice to vacate. To end a rental agreement, rental providers must provide a valid reason such as sale, change of use or demolition of the rental property, or rental provider moving back into the rental property.	Rental provider is not allowed to increase the rent during a fixed term agreement unless already stated in the lease and 60 days notice must be provided and not more than once every 12 months.	60 days notice	Annual	No caps but the rental provider must give the renter information about how they have calculated the rent increase. 4 methods are allowed, CPI, Statewide Rent Index, percentage or dollar amount. Tenants have the right to challenge increases and can ask Consumer Affairs Victoria to investigate if they believe the increase is too high.	Properties must be structurally sound and have: Functioning deadlatches on external doors, or locks that can be unlocked with a key from the outside, but unlocked without one from the inside, with some exceptions; Working toilets and bathrooms with a reasonable supply of hot and cold water; Kitchens with a dedicated food preparation and cooking area, a working sink and stove top, with at least two burners; Blinds or window coverings in bedrooms and living areas and windows that lock; A working fixed heater that meets a minimum standard for energy performance, in the main living area; Adequate ventilation and access to light; Modern style electrical switchboards with circuit breakers and safety switches.
Queensland	<i>Residential Tenancies and Rooming Accommodation Act 2008</i>	<p>✔ The landlord cannot terminate without grounds (abolished October 1 2022)</p>	Managing parties can no longer end a tenancy without a specific reason (without grounds) but ending of a fixed term agreement can be given as a reason for ending a fixed term tenancy. 2 months notice period.		5 2 months notice	Annual	Tenant may apply to tribunal about significant change in rent	Minimum standards include, but are not limited to, homes being weatherproof and structurally sound, having locks on external doors, curtains in bedrooms, adequate plumbing and drainage, and working bathrooms and kitchens.

South Australia	<u><i>Residential Tenancies Act 1995</i></u>	<p>✔ Proposal to ban no grounds terminations announced in July 2023 with new laws expected at end of 2023.</p> <p>Currently allowed with 90 days notice to vacate.</p>	<p>✔ Proposal to ban "No grounds" termination at the end of a fixed term lease by SA gov made in July 2023, under new laws expected at end of 2023.</p> <p>Currently 28 days notice with proposal to change to 60 days by end of 2023.</p>	Rent increase not allowed during a fixed term agreement unless written into the lease. The rent payable under a residential tenancy agreement may be increased or decreased at any time by mutual agreement between the landlord and the tenant.	60 days notice	Annual	A tenant may apply to the Tribunal to declare that the rent payable under a residential tenancy agreement is excessive.	Rentals must meet minimum housing standards to provide a clean and safe home that is in good repair for tenants. These include, but are not limited to: An adequate kitchen and bathroom; Acceptable plumbing, gas or electrical services; Adequate natural lighting or ventilation.
Tasmania	<u><i>Residential Tenancy Act 1997</i></u>	<p>✔ The landlord cannot terminate without grounds.</p> <p>Notice period of 42 days if the property will be sold, transferred to another person, significantly renovated, no longer used as a rental property, or a family member of the landlord is moving in.</p>	<p>✔ The landlord cannot terminate without grounds.</p> <p>Notice periods range from 42-60 days' notice.</p>	A landlord can increase the rent for a non-fixed term lease, or a fixed term lease that explicitly allows for rent increases to occur. When a fixed term lease agreement does not include provision for a rent increase, rent cannot be increased during the term of that lease.	60 days notice	12 months	There is no limit on the amount a landlord can increase the rent by. If a tenant believes an increase is unreasonable it may be challenged through the Residential Tenancy Commissioner (RTC).	Properties must be weatherproof, clean and in good repair. That includes having no mould or rising damp issues. Properties must have: A working toilet; A kitchen with a stove top and oven, a sink and hot and cold running water; Electricity, safe and working power points and wires behind the walls or in the ceiling; Adequate natural or artificial lighting; A fixed heater, wood heater or heat pump in the main living area; Blinds and curtains; Proper ventilation.
ACT	<u><i>Residential Tenancies Act 1997</i></u>	<p>✔ The landlord cannot terminate without grounds but there are a wide range of grounds available to landlords.</p> <p>Termination notice periods range from 8 weeks p to 26 weeks, depending on the grounds for termination. Where the tenant is at fault the notice period is as short as 1 week.</p>	<p>✔ The landlord cannot terminate without grounds.</p>	Regulations specify a threshold that is 110% of the change in CPI for rents. For an increase above this threshold, it requires tenant agreement or approval by the Tribunal. An increase below this threshold could still be excessive, but it would take effect unless a tenant applied successfully to the Tribunal. This is for periodic tenancies only - if a lease is being signed, including a renewal, the rent can be set at any amount. When deciding if an increase is excessive, the Tribunal would consider market rents for comparable properties.	8 weeks notice	Annual	Rent caps do exist in the ACT. Rent increases are limited as explained above. Landlords and tenants can apply to the tribunal if wish to challenge regulation rent increase amount.	Landlords must ensure their property is fit for habitation and in a reasonable state of repair at the beginning of the tenancy and have a minimum energy efficiency standard for ceiling insulation
Northern Territory	<u><i>Residential Tenancies Act 1999</i></u>	42 days notice	14 days notice	Must be specified in the lease. If the original tenancy agreement does not provide for a rent increase, rent can be increased during the tenancy agreement or during any extension of the original term if you and the landlord agree.	30 days notice	6 months	No cap but rent increase must be in lease as either an amount or method of calculation.	Landlords must ensure their rental property is habitable, in a reasonable state of repair and meets all applicable health and safety requirements. They must also take reasonable steps to provide and maintain security measures such as locks.
United Kingdom	<u><i>Housing Act 2004 [Under review Renters (Reform) Bill tabled 17/5/23]</i></u> *See note below table	<p>✔ Most private tenancies are subject to Section 21 notice which is a 'no fault' eviction.</p> <p>Two months notice must be given. A new law tabled in Parliament (17/05/23) would abolish no-fault evictions.</p>	<p>✔ During a 'fixed term' lease, can only evict if they have 'grounds' eg. damaging property, not paying rent, using for illegal purposes, like selling drugs.</p>	<p>✔ Periodic tenancy, rent increase only allowed once a year with 1 month's notice. Fixed-term tenancy only if renter agrees otherwise at end of fixed term with 6 months notice.</p>	1 month for periodic/6 months for fixed	Annual or as agreed b/n tenant and landlord.	<p>The rent increase must be fair and realistic, which means in line with average local rents. Changes to rents</p> <p>For rent periods that begin in the 12 months from 1 April 2023 to 31 March 2024, this limit is subject to a 7% ceiling. In that year, registered providers may not increase rents by more than 7%</p>	Property needs to be in a good state of structural repair. Should be free from hazards and in good working order. Fire safety equipment must be provided. Gas and electricity supplies must be safe. All furniture and appliances must meet the relevant safety standards. You must meet new energy efficiency standards.

France	<i>French Civil Code and Law 89 462 of 6 July 1989</i>	✓ In France, a winter truce (la trêve hivernale) prevents landlords from evicting a tenant during winter, including reasons such as not paying rent.		The rental market in France is overcrowded and there's a supply shortage in big cities like Paris and Lyon. To protect tenants from disproportionate rent increases, 28 regions now have rent control. Paris and Lille also have rent ceilings.			A "rent shield" to cap rent increases to a maximum of 3.5 per cent is in place for one year, until June 30, 2023.	To legally rent an apartment in France, it must have a minimum ceiling height of 2.2 m, a minimum area of 9m ² with a window, a separate bathroom, heating, a water system, and working drains and gutters. In addition, the building and the apartment must not threaten a tenant's health and safety. The minimal standards laid down by the law are only stated in general terms and enforcement of conditions is weak.
Spain	<i>Law of Urban Lettings (Ley de Arrendamientos Urbanos) of 1994,</i>	✓ 4 months notice required to terminate the lease.	Rental contracts for permanent accommodation have a duration of 5 years (and can be extended for a further 3 years). As a tenant, you can leave if you give 2 months notice. The landlord must give 4 months notice to end lease.	Up until now rents were increased annually according to inflation. In 2022/23 this was limited to 2%. Now this will become 3%.	1 months notice	Annual	Since last year and scheduled to last throughout 2023, the coalition government imposed a temporary limit of 2% on increases in housing rents as a measure to contain inflation. In 2024 this increases to 3% and then from 2025 an index will be applied to keep rent increases below CPI.	It must be a building, that is, an architectural structure with foundations. It must be habitable and satisfy the tenant's permanent necessity of somewhere to live. The landlord is obliged to carry out the necessary repairs to maintain the property in an inhabitable condition so that it may be used as agreed. If maintenance work is carried out, the landlord has no right to raise the rent.
USA	<i>Each state has different legislation</i>	In New York and Florida a landlord cannot legally evict a tenant without cause. In Chicago (and all of Illinois) the law allows a landlord to terminate the lease for ANY reason or NO reason at all as long as proper notice is given.		Landlords in Illinois and Florida can increase their rent by any amount they want to. The rent stabilised apartments in NYC have their rent increases controlled by the Rent Guidelines Board. In May 2023 they authorised rents could be increased by 2%-5%. For apartments not in rent controlled/stabilised buildings, rents can be increased by as much as landlords would like.	NYC 60-90 days Chicago 60-120 days Florida 15 days	Generally at end of lease unless written into contract.	NYC has two types of rent controlled apartments. It depends if building was built before 1947 or before 1973 and if tenant (or member of family) has occupied during this time. Florida has no rent control because of their belief in a laissez-faire economy driven by the market. Illinois law prohibits municipalities from enacting rent control measures so Chicago currently has no rent control.	In NYC, tenants should expect to live in safe, well-maintained buildings that are free from vermin, leaks, and hazardous conditions. Chicago is fairly general and non-specific about minimum standards, but must be habitable and comply with local area housing laws. In Florida, at all times during the tenancy the landlord shall comply with the requirements of applicable building, housing and health codes, maintain plumbing, roof, windows, screens, floors, steps, porches, exterior walls and foundations. Running hot water and heating during the winter.

Sources:

[Who pays for mould and can your landlord actually increase the rent?](#) (smh.com.au)
[Possible changes to WA rental laws explained and what they will mean for renters, landlords](#) (abc.net.au)
[Renters and landlords reveal what they think of Western Australia's rental law shake-up](#) (abc.net.au)
[2021 Victorian rental laws changes](#) (consumer.vic.gov.au)
[Rent increases](#) (consumer.vic.gov.au)
[Fact Sheets – All about Rent – Payments, Arrears, Increases](#) (tutas.org.au)
[Fact Sheets – Notice to Vacate or Eviction Notice](#) (tutas.org.au)
[Tenancy reform: Renters \(Reform\) Bill](#) (gov.uk)
[Private renting](#) (gov.uk)
[Renting in France: Tenant Rights and Rental Agreements](#) (housinganywhere.com)
[Spanish rental contract template 2023](#) (idealista.com)
[Rent Control FAQ](#) (rentalguidelinesboard.cityofnewyork.us)
[Florida Rent Increase Laws](#) (doorloop.com)
[Chicago Rent Control - Explained](#) (domu.com)
[WA tenancy law modernisation to strike a balance between tenants and landlords](#) (wa.gov.au)

✓ = No grounds evictions are outlawed or in the process of being outlawed

* The United Kingdom's Renters (Reform) Bill will abolish section 21 'no fault' evictions and deliver a simpler, more secure tenancy structure. This will provide tenants with greater security, supporting them to put down roots in their community, whilst ensuring landlords remain confident that they can regain their property where they need to. Renters will also feel empowered to challenge the small minority of landlords who provide poor quality housing without the worry of a 'no fault' eviction.

Last updated: October 2023