

# Rent Increases

## Breaking a Lease

### Leases

Most tenants in New Hampshire do not have written leases. For these tenants, the landlord can request a rent increase at any time. There is also no law limiting the amount of the increase that the landlord can request. The best way to protect yourself from rent increases is to have a written lease which fixes the amount of the rent for a specific period of time (usually one year). Most of the following information on rent increases does not apply to you if you have a written lease.

Usually, if you have a lease the landlord cannot raise your rent before the lease runs out. However, some leases have “escalator clauses” that allow landlords to raise the rent before the end of the lease for specific reasons such as an increase in property taxes or utility costs. Try to avoid signing a lease with an escalator clause when you move in. Once you sign you are bound by the lease. If you do sign a lease with an escalator clause, make sure that you are only being charged for your share of the increase in taxes or utility costs.

### Notice

If you do not have a lease, your landlord must give you 30 days' notice of the proposed rent increase in writing. In a manufactured housing park, the landlord must give you 60 days' advance written notice. If you refuse to pay a rent increase, the landlord can begin an eviction action, but he must serve you with a 30-day notice to quit.

If the rent increase was not valid – either it was not in writing or it gave you less than 30 days – then you cannot be forced to pay it, nor can you be evicted for not paying it. Your landlord may have the legal authority to raise your rent, but he cannot require you to pay it until he has given the notice that the law requires.

The reason for the 30-day requirement is to give the tenant time to decide whether to pay the rent increase or move. By proposing a rent increase, the landlord is offering a new rental agreement which the tenant has the right to accept or decline. If you decide not to pay it, you have 30 days to make other arrangements.

The requirement of a 30-day notice can also apply to other substantial changes in your rental agreement. For example, your landlord may want to stop paying for utilities that were originally included or may want to stop letting you use the basement for storage -- those are actually rent increases, since you will now be receiving less, for the same amount of rent.

If you are a participant in the federal "Section 8" housing program the Housing Authority may be responsible for paying some or all of the rent increase. Any proposed rent increase must be approved by the housing authority. Make sure that you tell the housing authority of the proposed increase and discuss with them who is responsible for paying it.

## **Eviction**

If the reason for the eviction is solely that you refused to pay a rent increase, you should receive a 30-day notice for "other good cause: refusal to agree to a rent increase." If your landlord makes the mistake of trying to evict with a notice of less than 30 days, you can ask the court to dismiss the eviction. If your landlord gives you a valid 30-day rent increase notice which you do not pay, you will not have the right to cure by paying the increased amount after the landlord issues the 30-day notice to quit.

There is no New Hampshire statute limiting how much a landlord can raise the rent. If your landlord tries to raise your rent by an unreasonable amount, there is a legal argument that such an increase is not enforceable by a court. It is very difficult to convince a court that an increase is so large that it is unconscionable (unreasonable). Talk to a lawyer before trying to take this position in court.

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