

HB 1124 (2023)

The notice must inform the tenant, in clear language, that because the landlord seeks to increase the rent paid by the tenant in an amount greater than five percent above the base rent, pursuant to subsection 2 of this section, the tenant may terminate the tenancy at any point prior to the effective date of the increase by providing at least 20 days' notice for a month-to-month or periodic tenancy or at least 45 days' notice for a tenancy of a specified period and, in that case, shall only owe pro rata rent through the date upon which the tenant surrenders the premises.

If a landlord seeks to increase the amount of rent by more than five percent, the tenant may terminate the tenancy at any point prior to the effective date of the increase by providing at least 20 days' notice for a month-to-month or periodic tenancy or at least 45 days' notice for a tenancy of a specified period and, in that case, shall only owe pro rata rent through the date upon which the tenant surrenders the premises.

SB 5961 (2024)

(c) If a landlord provides notice to a tenant that the landlord intends to increase the rent and fees combined in an amount of three percent or more, the tenant may terminate the rental agreement at any time prior to the effective date of the increase by providing the landlord with written notice at least 20 days before terminating the rental agreement. If a tenant terminates a rental agreement under this subsection (1)(c), the tenant only owes pro rata rent through the date upon which the tenant vacates the dwelling unit. A landlord may not charge a tenant any fines or fees for terminating a rental agreement under this subsection (1)(c). This subsection (1)(c) does not apply to any tenancy in a dwelling unit operated by a public housing authority, public development authority, or nonprofit organization that qualifies for an exemption under section 102(2) of this act.