



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **MAN/00EJ/MNR/2019/0046**

Property : **Glen View
13 Gill Lane
Barnard Castle
County Durham
DL12 9AS**

Applicants : **Mr R & Mrs M Trotter**

Representative : **Mr C Trotter**

Respondents : **Mrs P Clarke, Mr S Clarke
& Mrs R Lonergan**

Representative : **Mr S Clarke**

Type of Application : **Housing Act 1988, s13(2)**

Tribunal Member : **Judge J Holbrook**

Date of Decision : **17 September 2019**

DECISION

DECISION

The tenancy of the Property is not one to which section 13 of the Housing Act 1988 applies. Consequently, the rent payable under the tenancy cannot be increased by a notice given under section 13(2).

The notice of increase which the landlords gave on 30 May 2019 is therefore invalid and has no effect on the rent payable under the tenancy.

As there is no valid notice of increase, the Tribunal has no jurisdiction to determine a market rent for the Property.

REASONS

1. On 25 June 2019, the Tribunal received an application from Mr & Mrs Trotter (the tenants of the Property) concerning a notice proposing an increase in the rent payable under their tenancy. That notice had been served by the respondent landlords and is dated 30 May 2019. It proposed that the amount of the rent payable by Mr & Mrs Trotter should increase from 1 July 2019.
2. The landlords' notice was purportedly given under section 13(2) of the Housing Act 1988. That provision enables a landlord to increase the rent payable under a tenancy by giving the tenant a notice in prescribed form. However, the section 13 procedure does not apply to all tenancies: it only applies to certain periodic tenancies.
3. A periodic tenancy is one which is not granted for a finite period, but instead runs from month to month or week to week, for example. It is clear that the tenancy under which Mr & Mrs Trotter hold the Property is not a periodic tenancy. Their tenancy was granted on 1 January 1994 and let the Property to them from 1 August in that year for a term to continue throughout their lifetimes. The tenancy reserved a fixed rent of £40 per week with no provision for that rent to be increased.
4. Whilst I note that, in June 1998, Mr & Mrs Trotter appear to have agreed to pay an additional £10 per week in rent, I am satisfied that the landlords have no right to increase the rent unilaterally – whether by giving notice under section 13 of the 1988 Act or otherwise. The notice they gave on 30 May is invalid and it has no effect on the amount of rent which Mr & Mrs Trotter must pay.
5. The parties have been informed of the Tribunal's provisional view that, in these circumstances, it lacks jurisdiction to determine the market rent for the Property, and I have taken account of the representations they have made in response.