



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

Case reference : **JM/LON/00AX/MNR/2023/0002**

Property : **Flat 6, 15 Park Road, KT2 6BX**

Applicant : **Mr Kyle Langley**

Representative : **In person**

Respondents : **Concept Estate Agents**

Representative : **Mohamed Sadique**

Type of application : **Sections 13 and 14, Housing Act 1988**

Tribunal members : **Alison Flynn MA MRICS
Tribunal Judge Robert Abbey**

Venue of hearing : **Video hearing**

Date of Decision : **4 May 2023**

Date of Reasons : **4 May 2023**

REASONS

Background

1. On 24 November 2022 the landlord by a landlord's notice which proposed a rent of £1250 per month sought a rent increase of the rent payable for the tenants assured tenancy of the above property. The tenant referred to the Tribunal the notice of increase of rent served by the landlord under section 13 of the Housing Act 1988 ("the Act").
2. The tenancy is an assured periodic tenancy the terms of which are described below.

Hearing

3. This has been a remote hearing by video. The form of remote hearing was classified as CVP (Cloud Video Remote). A face-to-face hearing was not held because all the parties requested a video hearing and all issues could be determined in a remote hearing by video. The documents that the Tribunal was referred to are in an electronic bundle

Inspection

1. The tribunal did inspect the property as it considered the documentation and information before it in the trial bundle and the inspection enabled the tribunal to proceed with this determination.

The law

4. The law as to the Tribunal's approach is given at section 14 of the Act which insofar as relevant is as follows:

(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to a Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—

(a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;

(b) which begins at the beginning of the new period specified in the notice;

(c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates;

[...].

Findings

5. This is an assured tenancy under the Housing Act 1988. The rent has been £1000 per month until the time of the hearing. The Tribunal considered

the submissions put forward by both parties. The tenant stated that in April 2022 there was an exchange of emails in which the landlord offered a new one year tenancy without mentioning any rental increase. By email the tenant replied accepting the offer of a new one year tenancy. He continued to pay the rent at the existing level and assumed that his tenancy would continue at that rent with the tenancy expiring in April 2023. The rent was accepted by the landlord from April 2022 onward at £1000 per month.

6. Subsequently, the rent increase notice was served and stated that the rent would be increased to £1250 from £1000 per month. The tenant objected and referred the matter to the Tribunal.
7. The Tribunal was shown copies of the email exchange and it was apparent to the Tribunal that a new tenancy had come into being at that time in that there had been an offer, acceptance of that offer and consideration, (rent). The law is clear that a tenancy for less than three years need not be fully evidenced in writing, and indeed could be granted orally, and that provided there was a proper contractual relationship as described above, then a tenancy will come into existence. The payment and acceptance of rent clearly confirmed the intention of the parties to form a new one year tenancy at the rent paid until April 2023.
8. The Tribunal heard evidence from the tenant who confirmed that he would accept the higher rent of £1250 but only from the end of the one year tenancy expiring at the end of April 2023. Accordingly, the Tribunal determines that the rent of £1250 per month is payable from and including the 1 May 2023 onward.

Tribunal Judge Professor Robert Abbey

ANNEX - RIGHTS OF APPEAL

- The Tribunal is required to set out rights of appeal against its decisions by virtue of the rule 36 (2)(c) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and these are set out below.
- If a party wishes to appeal against this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
- The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
- If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
- The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.