



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

Case Reference : MAN/00EM/MNR/2024/0099

Property : 11 Synclen Road, Corbridge,
Northumberland NE45 5JJ

Applicant : Miss Debora Geddes & Mr Karl Dobson

Respondent : Karbon Homes
5 Gosforth Park Avenue,
Gosforth Business Park,
Newcastle upon Tyne NE12 8EG

Type of Application : Application by the Landlord Proposing a New
Rent Under an Assured Periodic Tenancy
Housing Act 1988 Section 14 (the “Act”)

Tribunal Members : I Jefferson
K Usher

Date of determination : 8 July 2024

DECISION

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Background

- 1 By way of an Application dated 27 March 2024 the Applicant, the Tenant of the Property, referred to the Tribunal her Application (the Application) referring a notice of increase in rent (the Notice) by the Landlord of the property under Section 13 of the Housing Act 1988.
- 2 The Notice is dated 16 February 2024 and proposed a new rent of £151.65 per week inclusive of £9.41 water rates instead of the existing rent of £140.64 per week, inclusive of £8.57 water rates, to take effect from 1 April 2024.
- 3 The Tribunal acknowledged receipt of the Application and fixed the date of 8 July 2024 to both inspect the Property and deliberate. Neither Party requested a Hearing. Each Party was invited to submit representations.
- 4 The Landlord put forward brief submissions dated 19 June 2024 stating 11 Synclen Road is a 2 Bedroom house let on 18 October 2016 by way of an Affordable Assured Starter Tenancy agreement, which converted to an Assured Non Shorthold Tenancy a year later. An affordable rent is based on 80% of market value. Subsequent rent reviews were carried out annually in line with S1 of the Tenancy Agreement.

The asking rent is an increase of 7.7% based on September 2023 CPI + 1% as per Government guidance, the Regulator of Social Housing Rent Standard, and Karbons own rent policy.
- 5 The Tenant did not submit any representations other than their application form confirming the accommodation, details of who was resident, the start date of the Tenancy, and the additional payment of water rates.
- 6 Neither Party submitted any comparable rental evidence.
- 7 For reasons which will become clearer below the Tribunal do not intend to detail these submissions any further.

Inspection

- 8 The Tribunal inspected the Property both externally and internally on 8 July 2024, the Tenant was present at the inspection. Again for reasons which will become apparent later the Tribunal do not intend to detail the Accommodation, nor issue a Decision in respect of the rental value.

The Law

- 9 The Tribunal first had to determine that the Tribunal had jurisdiction to hear the Application by reference to the validity of the Notice, in order to determine a rent under S14 of the Act. In short the Tribunal must determine that the landlord's notice under Section 13 (2) satisfied the requirements of that section and was validly served.

- 10 The Act provides in section 13(2) as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003 that the date in paragraph 4 of the Landlord's notice (the date the new rent becomes payable) must comply with three requirements.
- 11 The first requirement is that a minimum period of notice must be given before the proposed new rent can take effect.
- 12 The second requirement is that the starting date must not be less than 52 weeks after the date on which the rent was last increased using this procedure although there are exceptions to this.
- 13 The third requirement is that the proposed new rent must start at the beginning of a period of the tenancy (see paragraph number 17 of the Guidance Notes forming part of the prescribed form of the Landlord's Notice).
- 14 Section 14 of the Act requires the Tribunal to determine the rent at which it considered the subject property might reasonably be expected to be let on the open market by a willing Landlord under an Assured Tenancy in so doing the Tribunal is required by Section 14 (1) to ignore the effect on the rental value of the property of any relevant tenants' improvements as defined in Section 14 (2) of the Act.
- 15 Only if a landlord's notice complies with each of the requirements referred to above does a Tribunal have jurisdiction to determine a rent under section 14 of the Act.

The Tribunal's Decision

- 16 The Tribunal were provided with a copy of the original Assured Tenancy Agreement dated 18 October 2016 between the Landlord and the Tenant. The Agreement is stated to begin on Tuesday 18 October 2016, for a week, and thereafter weekly at a commencement rent of £117.23 plus £7.85 water rates, totalling £125.08 per week.
- 17 The Landlord's Notice dated 16 February 2024 stated the Landlord proposed a new rent of £151.65 per week in place of the existing one of £140.64 per week. The starting date for the new rent is stated to be 01 April 2024.
- 18 The appropriate procedure to initiate a proposed new rent is as set out in Section 13 of the Act.
- 19 The Tribunal find the Notice to be invalid for the following reason:

The Tenancy Agreement commenced on 18 October 2016, a Tuesday. The start date for the new rent in the Landlords Notice is stated to be 01 April 2024, which is a Monday. This does not comply with the mandatory requirements of the relevant Act.

- 20 The Tribunal consider that the Landlord's Notice is invalid. The Tribunal therefore does not have jurisdiction to determine a rent under Section 14 of the Act. Should either Party disagree then one or other may refer the matter to the County Court. However, the Tribunal consider that their decision follows the Court of Appeal decision concerning validity of Notice in *Mooney v Whiteland* [2023] EWCA Civ 67.

Chairman