



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

Case reference : **CAM/26UF/MNR/2025/0670**

Property : **46 Blackhorse Lane, Hitchin,
Hertfordshire, SG4 9EN**

Applicants (Tenant) : **Steven Hastings and Jenny Havill**

**Respondents
(Landlords)** : **Victory Lettings**

Type of application : **Section 13 and 14 of the Housing
Act 1988 Determination of market
rent payable.**

Tribunal member(s) : **Judge MacQueen**

Date of decision : **14 July 2025**

DECISION

This has been a determination on the papers which has been consented to by the parties. The documents that I was provided with, were submitted by the parties, as referenced below, I have noted the contents and my decision is below.

Background

1. On 23 April 2025 the Applicant, the Tenant of 46 Blackhorse Lane, Hitchin, Hertfordshire, SG4 9EN (The Property), made an Application (the Application) to the Tribunal 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 7 January 2025 and proposed a new rent of £2150 per month instead of the existing rent of £2000 per month, to take effect from 27 April 2025.
3. Alongside the application form was a copy of the tenancy agreement which on page 17 states the commencement date of the tenancy is 25 May 2018 and the rent payment date shall be 25th of each month.
4. The Tribunal acknowledged receipt of the Application and wrote to both parties on 10 June 2025 to indicate that Tribunal's preliminary opinion was that it may not have jurisdiction to consider the matter because it did not appear to take effect at the commencement of a new period of the tenancy.
5. The respondent then wrote to the Tribunal by email on 13 June 2025 and explained that the date discrepancy on the section 13 notice was an administrative error as the tenants would sometimes pay their rent on either 25th of the month or 27th of the month. They state that this occasional two day discrepancy in payment of the rent has always been overlooked by them and not proved to be an issue.
6. The Tribunal did not receive any representations from the applicant tenant.

The Law

7. The Tribunal has to determine that it has 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 that the Tribunal has jurisdiction to make a determination
8. 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
9. The first requirement is that a minimum period of notice must be given before the proposed new rent can take effect.
10. 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.
11. The third requirement is that the proposed new rent must start at the beginning of a period of the tenancy
12. 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.

Issues

13. The tribunal explained to both parties that it would only deal with the question of jurisdiction at this stage. It would issue further directions in respect of the the market rent should it be satisfied that it had jurisdiction to determine that rent.

The Tribunal's Decision

14. The tenancy agreement is stated to be a term of one year, commencing on 25 May 2018 at a commencement rent of £1250 per calendar month. The agreement states that the rent is payable on 25th of each month.
15. The Landlord's notice states the date for the new rent shall be 27 April 2025. However, the beginning of a period of the tenancy is the 25th of the month. The Notice does not therefore appear to comply with the third mandatory requirement of the Act as set out in paragraph 11 above.
16. In the absence of a valid notice of increase the tribunal determines it has no jurisdiction to consider the case. The existing rent will continue to be payable until such time as a valid notice of increase is served.

Judge MacQueen

Date: 14 July 2025

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), on a point of law only, 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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).