



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

Case Reference	:	CAM/38UD/MNR/2025/0601
Property	:	Old Keepers Cottage, Collins End, Reading Berkshire RG8 7RN
Applicant	:	Cherrie Camplin (Tenant)
Representative	:	None
Respondent	:	Sir Julian Rose (Landlord)
Representative	:	Hardwicke Estate (Agent)
Type of Application	:	Section 13(4) Housing Act 1988
Tribunal Member	:	N Martindale FRICS
Date and venue of Hearing	:	18 December 2025 Cambridge County Court, 197 East Road, Cambridge CB1 1BA
Date of Decision	:	18 December 2025

REASONS FOR DECISION

Background

- 1 The First Tier Tribunal Property Chamber, received an application form dated 27 October 2025 from the tenant. The application was made (by ticking Box 3 at 'Section 1 – Type of Appeal') under Section 22(1) Housing Act 1988 (The Act), for determination of a new rent of the Property under S.22(4) by the Tribunal.

- 2 The tenant enclosed a copy of their application form which indicated that Section 22(1) was the basis of their application. They included a copy of their original AST (13No. of A4 printed sides). It was dated 4 November 2022 for a term of 12 months from and including 1 November 2022. The contractual term ended on 31 October 2023. There was no indication that the contract had been renewed since. The tenant appeared to be holding over from month to month since, as is commonplace. The tenant did not initially file a copy of the Form 4 Notice of rent increase, but did later, on request of the Tribunal office.
- 3 The purpose of S.22 in the Act is to allow contractual tenants, perhaps unfamiliar with the rental market in an area new to them, to challenge the rent that they have not long before agreed to, under their new lease. However a tenant must make application do so with 6 months of the start of the term. Then, if after some initial conditions are met (as set out in S.22), the Tribunal can proceed to determine a new market rent with effect from the start of the contractual term. That determined rent would replace the contractual rent from lease start date.
- 4 At this Property, the contract began on 1 November 2022. To make an effective challenge under S.22(1), the tenant would have had to make their application on or before 30 April 2023: They did not. This application was dated 27 October 2025. In addition the contractual term would still have had to be in place: It was not. It expired 31 October 2023. Therefore no valid application could be made under S.22(1) to challenge the rent reserved in the lease and the Tribunal would have no jurisdiction to deal with such an application.
- 5 Under an application through S.22 there would be no Notice of Rent increase, the rent still being that reserved under the original lease. However shortly after their application the tenant also forwarded to the Tribunal office, a copy of the Notice of Rent Increase dated 22 September 2025. It referred to a passing rent of £2,000 pcm. It sought a new rent of £2,750 pcm from and including 1 November 2025.
- 6 Despite neither part of S.22(1) being met (and both have to be met) this application made under S.22 was treated by the Tribunal (reflecting, it is assumed, the later presence of the Notice of Rent Increase), as having been made (by ticking Box 1 at 'Section 1 – Type of Appeal') under Section 13(4) Housing Act 1988 (The Act). This is for determination of a new rent of the Property under S.14 by the Tribunal; rather than by the tenant "mistakenly" ticking box 3 for determination under S.22.
- 7 Standard Directions for dealing with an application (clearly now treated as under S.13(4)), dated 31 October 2025, were prepared and issued by Legal Officer Laura Lawless. These Directions set out in standard form the timetable and information invited from both parties to enable the Tribunal appointed to deal with a determination of the rent under S.14.
- 8 Despite the application having been made under S.22(1) but then the Directions having been issued under S.13(4), neither party questioned

the basis of the tenant's application to the Tribunal, nor the purpose or content of the Directions. Instead, as is commonplace, the representations from both sides focused mainly on matters of detail at the Property and its possible new rental value at the date of the Form 4 Notice of Rent increase November 2025. No question as the correct nature of the tenant's application to the Tribunal was raised by either party. This Tribunal raises no question either. The Tribunal has therefore treated this application under S.13 of the Act finding that the presence of the Notice of Rent Increase is evidence of the applicant's corrected intended basis of challenge here.

- 9 The "bundle" consisted of some 252No. largely unnumbered sides of A4 'arranged', mainly, in random order, albeit under general headings. There are some duplicate documents from each side and several heavily annotated copy email strings, set out in reverse date order. Most of the material relates either to works (and their costs) needed, completed, and/or planned at the Property. Or the representations relate to other properties in the locality said to have been let and/or available as comparable evidence of rental value for the Property, at the valuation date said to be 1 November 2025. All of this material had to be considered and interpreted at length by the Tribunal.
- 10 However in addition to these conventional detailed representations, the applicant also raised the preliminary issue of the validity of the landlord's Form 4, Notice of Rent Increase for November 2025: The respondent countered this, of course.
- 11 If the Tribunal does not have a valid S.13 Notice to work from, then it lacks the jurisdiction to determine a new rent under S.14. The rent must remain at its current level, until a further Form 4, Notice of Rent increase is validly served by the landlord, on the tenant; potentially it would then subject to further challenge.

Inspection

- 12 The Tribunals arranged and sought to inspect the Property on the afternoon of 18 December 2025 with the tenant and landlord's representative to be in attendance. The Property is located off the unmarked public road, a rural lane, in a large private agricultural estate off, apparently unmarked estate roads. However the address alone was regrettably insufficient to locate the entrance to the estate leading to the Property itself, despite several local enquiries of neighbours and lengthy attempts to find it. The continuous heavy rain and flooded local roads of that day, added to the difficulty encountered. The Tribunal offers its apologies to the parties.
- 13 The absence of an inspection is however, not a deciding factor in this application, on this occasion. Moreover, in this decision the Tribunal does not deal with the detailed paper representations from each party on the comparables, their interpretation, analysis, nor their correct application to the Property, when determining a new rent. This is

because the Tribunal has first to determine whether it even has jurisdiction to consider the Form 4, Notice of rent increase at all.

Applicant's Case on Validity

- 14 The standard application (to the Property Tribunal), 'Form Rents 1' ("the Form"), completed by the tenant asks at 'Section 4 – Details of your tenancy: 4.1 What is your current rent ? Amount – ‘£2,000 month.’ And at 4.4 'When did the present tenancy begin ?' “4th November 2022 (per AST)” The tenant later answers questions which are 'For Section 22 applications only' at box 4.5 & 4.6. At box 4.7 'When did the original tenancy begin ?' “1 Nov 2021”. Thus the tenant represents the passing rent as £2,000 pcm in their application.
- 15 At Page 12 of the Form the tenant is asked to include 'a copy of the landlord's Notice of increase (only applicable to section 13(4) applications). The box is not ticked yet a (very poor) copy of that Notice is later provided by the tenant, after it is requested by the Tribunal.
- 16 The standard Form 4, Notice of rent increase, though very hard to read in places, shows a proposed rent of £2,750 pcm sought, in place of a passing rent of £2,000 pcm. This is the Notice prepared and sought by the landlord. The Notice is dated 22 September 2025. Thus the landlord also represents the passing rent at £2,000 pcm in their Notice.
- 17 On page 31 (Tribunal's numbering) there is a short statement dated 27 October 2025, from the tenant: *“Further information to support my application. I believe the Section 13 to be questionable/ unacceptable. 1. The Section 13 dated 22 September 2025 has been received within 12 months of the previous Section 13 dated 25th November 2024. I believe there can only be one Section 13 per year. 2. The start date of the proposed rent increase is 1 November 2025. The date of the tenancy agreement is 4 November 2025. The date of the tenancy agreement is 4 November 2022. I believe these dates should match i.e. 1 or 4 Nov. 3. I have been given conflicting and ambiguous information from the landlord around rent increases so its not clear whether a Section 13 applies to my tenancy.”*
- 18 The applicant made a further Response dated 3 December 2025 dealing with various issues beginning with the “2. Invalidity of the Section 13 Notice” (p.98 Tribunal's numbering). A) *Notice Served Within 12 Months. A new Section 13 notice cannot be served within 12 months of a previous one. The landlord issued a notice within this period, and the tenant has not received any written, signed and dated confirmation that the earlier notice was removed, withdrawn, voided or cancelled. The original notice dated 24th November therefore still stands., Section 13 dated 24th November attached. Because the prior notice was never formally withdrawn the new notice is Invalid and unenforceable.”*

- 19 The applicant attached a copy of the earlier standard Form 4 Landlord's Notice of rent increase under S.13(2). It is dated 25 November 2024. It proposed a new rent of £2,250 pcm with effect from 1 January 2025, in place of the then passing rent of £2,000 pcm. Thus the tenant represents the landlord as noting the passing rent as £2,000 pcm. Significantly there is no information from either party to suggest that the 2024 Notice was challenged.
- 20 The applicant attached a copy email dated 5 February 2025 from the landlord's agent referencing: "(Paragraphs 1 & 2) *Please can I draw your attention to the Estate's rent arrears policy attached ? Previously supplied on 15 January (please see below). As per the Form 4 issued, the rent for Old Keepers' Cottage is £2,250 per month from January 2025 but the January and February payments received were only for £2,000 each.*" And (Paragraph 5) *"There is £500 overdue on your account which will be subject to interest (3% per annum above Barclay's Bank base rate), when can we expect payment place ?.."* And (Paragraph 6) *"We don't wish this situation to escalate and become untenable for either party, so if you are unable to pay the full rent payments of £2250 per month, do please give your notice to end your tenancy agreement. We do hope that it doesn't come to this, but if you are unable to pay a market rent, please end your market rent tenancy.."* Here, the landlord very clearly represents the passing rent at £2,250 pcm from the start of 2025 (following Notice served in November 2024, which was not challenged).
- 21 The applicant attached a copy of an email dated 31 March 2025 from the landlords agent (p.214 Tribunal's numbering). Paragraph 6 *"As a gesture of goodwill, we have delayed the rent increase until some further works are carried out..."* The landlord makes no clear reference to the passing rent, but rather to a gesture of goodwill, a delaying of the rent increase.
- 22 The applicant then attached a copy of a document dated the following day, 1 April 2025, from the respondent headed *"April Invoice INV-4383 from Hardwick Estate for Cherrie Camplin"* it refers *"Hardwick Estate £2,250 Due 1 April 2025."* The day after the landlord makes clear reference to the rent being due at £2,250 pcm.
- 23 The applicant attached a copy of a further, standard Form 4 Landlord's Notice of rent increase under S.13(2). It is dated 22 September 2025. It proposed a new rent of £2,750 with effect from 1 November 2025, in place of the passing rent said to be £2,000 pcm. It is this Notice and whether the Tribunal has jurisdiction to deal with it, which this Tribunal considers in this Decision.

Respondent's Case on Validity

- 24 The respondent landlord's agent addressed the issue of the validity of the Notice of Rent Increase, raised above, in its email of 8 December 2025 to the Tribunal. At paragraph "4. *The tenant claims not to have*

had any notice that a proposed rent increase was to be withdrawn. Please see the attached email which makes clear there was no increase. To confirm, the tenant has not paid any increase in rent since they took out the tenancy on 1 November 2022 – no increase in three years.” Unfortunately no email was directly referenced by date.

- 25 There is however a further email dated 31 March 2025 from the ‘estate-office’ to the tenant. It refers: (para 2) *“Firstly, to reassure you. All works by the operations team including rent arrears are dealt with in utmost confidence... (Para 3) Having said that, when issues do extend beyond day to day operations, such as extensive rent arrears,... (Para 6) As a gesture of goodwill, we have delayed the rent increase until some further works are carried out. However as a market rent property, and as we have a legal and moral obligation to act in the best interest of the Estate as a whole, please strongly note that rent for Old Keepers will likely be increasing very soon and substantially.”* This is the same email the tenant references. There is said to be no clear unequivocal withdrawal of any rent increase which took effect on 1 January 2025, and no clear confirmation of what the passing rent was.
- 26 There is a letter dated 14 November 2025 from the Hardwick Estate (agent to the landlord) to the Tribunal. At page 2 paragraph 2 *The Landlord agreed to cancel the Section 13 issued on 25 November 2024, hence the property rent has remained at £2,000 since 1 November 2022 – there has been no rent increase for the tenant’s entire tenancy (3 years). The tenancy began on 1 November 2022; first rent day being that date and “term” defined as “commencing” on 1 November 2022...”* There is said to be no reference in papers earlier than 14 November 2025 (after the effective start date of the latest “Notice”) to the landlord as having clearly cancelled any Section 13 Notice issued in 2024, effective from 1 January 2025.

Decision

- 27 In their Notice the landlord refers to the first day of the calendar month rather than the fourth day, a day to which the tenant refers. The fourth day is simply the date of completion of the original tenancy and has no special significance. The effective date is the first, not the fourth day of the month. In this at least, the Tribunal finds the landlord correct.
- 28 Current statutory requirements on landlords under the Act, to serve a single valid Notice of rent increase each year (or less often), are not complicated. They are undertaken routinely and successfully throughout England and Wales, by thousands of landlords. However on this occasion at this Property the Tribunal finds that the requirements under S.13 of the Act have not been met by the landlord.
- 29 A Form 4 was served by the landlord in November 2024 for a new rent of £2,250 pcm to run from and including 1 January 2025. There is no information that this Notice was contested before 1 January 2025, by

the tenant: Nor is there a subsequent unequivocal later withdrawal of this Notice, by the landlord.

- 30 A Form 4 was served by the landlord in September 2025 for a new rent to run from and including 1 November 2025. The stated passing rent was said to £2,000 pcm; however the Tribunal finds that it was actually £2,250 pcm, so in this respect that Notice was in error. Also this Form 4 was served to start at least 2 months before statute permits. The passing rent of £2,250 pcm, being and remaining effective from 1 January 2025, cannot be increased until 1 January 2026 (having given at least a calendar months Notice prior) at the very earliest.
- 31 The landlord makes references in some documents to the tenant, to rent increases, to both arrears and interest; whilst on other occasions references the waiving or delaying rental increases for an unspecified period. The confusion arising is very unhelpful to the tenant, to the Tribunal and probably to the landlord as well. According to documents from the landlord this passing rent figure is both £2,250 pcm and also £2,000 pcm, depending upon which document, reliance is placed.
- 32 The Tribunal finds that the current Notice was served prematurely: There being currently no Form 4 (Notice of Rent Increase) served to take effect at least 52 weeks beyond the effective date of the previous Form 4, means that there is no outstanding valid Notice of rent increase for the Tribunal to determine.
- 33 For the time being the rent therefore remains at the passing figure of £2,250 pcm. Landlords are not obliged to levy the rent in full of course and the Tribunal suggests that the landlord seek independent legal advice before attempting to commence recovery at Court of any rent arrears arising from the Form 4 served in 2024.
- 34 Under S.13 the landlord was unable to serve a new Form 4 increasing the rent on 1 November 2025. Any future Form 4, Notice of Rent increase, besides required to be served at least one calendar month's in advance of the proposed effective date, cannot take effect before 1 January 2026. If served the tenant would then be able to apply to the Tribunal to challenge any such new Form 4 Notice, in the usual way.
- 35 Whilst the Tribunal is grateful for the detailed representations from both parties on the Property condition, the works done, required and proposed; the local rental market and the rental value of the Property, etc.; these all fall away and need not be considered further.

Name: N. Martindale FRICS Date: 18 December 2025

S.13 Increases of rent under assured periodic tenancies.

(1) This section applies to—

(a) a statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part I of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and

(b) any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on the tenant, under which the rent for a particular period of the tenancy will or may be greater than the rent for an earlier period.

(2) For the purpose of securing an increase in the rent under a tenancy to which this section applies, the landlord may serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice, being a period beginning not earlier than—

(a) the minimum period after the date of the service of the notice; and

(b) except in the case of a statutory periodic tenancy—

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began;

(ii) in any other case, on the date that falls 52 weeks after the date on which the first period of the tenancy began; and

(c) if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14 below—

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect;

(ii) in any other case, the appropriate date

(3) The minimum period referred to in subsection (2) above is—

(a) in the case of a yearly tenancy, six months;

(b) in the case of a tenancy where the period is less than a month, one month; and

(c) in any other case, a period equal to the period of the tenancy.

(3A) The appropriate date referred to in subsection (2)(c)(ii) above is—

- (a) in a case to which subsection (3B) below applies, the date that falls 53 weeks after the date on which the increased rent took effect;
 - (b) in any other case, the date that falls 52 weeks after the date on which the increased rent took effect.
- (3B) This subsection applies where—
- (a) the rent under the tenancy has been increased by virtue of a notice under this section or a determination under section 14 below on at least one occasion after the coming into force of the Regulatory Reform (Assured Periodic Tenancies)(Rent Increases) Order 2003; and
 - (b) the fifty-third week after the date on which the last such increase took effect begins more than six days before the anniversary of the date on which the first such increase took effect.
- (4) Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice,—
- (a) the tenant by an application in the prescribed form refers the notice to the appropriate tribunal; or
 - (b) the landlord and the tenant agree on a variation of the rent which is different from that proposed in the notice or agree that the rent should not be varied.
- (5) Nothing in this section (or in section 14 below) affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

S.22 Reference of excessive rents to appropriate tribunal.

- (1) Subject to section 23 and subsection (2) below, the tenant under an assured shorthold tenancy may make an application in the prescribed form to the appropriate tribunal for a determination of the rent which, in the appropriate tribunal's opinion, the landlord might reasonably be expected to obtain under the assured shorthold tenancy.
- (2) No application may be made under this section if—

(a) the rent payable under the tenancy is a rent previously determined under this section; .

(aa) the tenancy is one to which section 19A above applies and more than six months have elapsed since the beginning of the tenancy or, in the case of a replacement tenancy, since the beginning of the original tenancy; or

(b) the tenancy is an assured shorthold tenancy falling within subsection (4) of section 20 above (and, accordingly, is one in respect of which notice need not have been served as mentioned in subsection (2) of that section).

(3) Where an application is made to the appropriate tribunal under subsection (1) above with respect to the rent under an assured shorthold tenancy, the appropriate tribunal shall not make such a determination as is referred to in that subsection unless they consider—

(a) that there is a sufficient number of similar dwelling-houses in the locality let on assured tenancies (whether shorthold or not); and

(b) that the rent payable under the assured shorthold tenancy in question is significantly higher than the rent which the landlord might reasonably be expected to be able to obtain under the tenancy, having regard to the level of rents payable under the tenancies referred to in paragraph (a) above.

(4) Where, on an application under this section, the appropriate tribunal make a determination of a rent for an assured shorthold tenancy—

(a) the determination shall have effect from such date as the appropriate tribunal may direct, not being earlier than the date of the application;

(b) if, at any time on or after the determination takes effect, the rent which, apart from this paragraph, would be payable under the tenancy exceeds the rent so determined, the excess shall be irrecoverable from the tenant; and

(c) no notice may be served under section 13(2) above with respect to a tenancy of the dwelling-house in question until after the first anniversary of the date on which the determination takes effect.

(5) Subsections (4), (5) and (8) of section 14 above apply in relation to a determination of rent under this section as they apply in relation to a determination under that section and, accordingly, where subsection (5) of that section applies, any reference in subsection (4)(b) above to rent is a reference to rent exclusive of the amount attributable to rates.

(5A) Where—

(a) an assured tenancy ceases to be an assured shorthold tenancy by virtue of falling within paragraph 2 of Schedule 2A to this Act, and

(b) at the time when it so ceases to be an assured shorthold tenancy there is pending before the appropriate tribunal an application in relation to it under this section,

the fact that it so ceases to be an assured shorthold tenancy shall, in relation to that application, be disregarded for the purposes of this section.

(6) In subsection (2)(aa) above, the references to the original tenancy and to a replacement tenancy shall be construed in accordance with subsections (6) and (7) respectively of section 21 above

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), 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).