



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

Case reference : **CAM/00MX/MNR/2025/0723**

HMCTS code : **P:PAPERREMOTE**

Property : **Flat 5, The Priory, 1 Castle Street,
High Wycombe, HP13 5RS**

Applicant (Tenant) : **A Gyorgy**

Respondent (Landlord) : **Ludlow Land Limited**

Type of application : **Determination of a Market Rent:
Sections 13 and 14 Housing Act
1988**

Tribunal members : **Mr P Roberts FRICS CEnv**

Date of Determination : **29 December 2025**

DECISION

This has been a remote determination on the papers which the parties are taken to have consented to, as explained below. The form of determination was a paper determination described above as **P:PAPERREMOTE**. The documents that the Tribunal was referred to are in bundles from the Applicant and the Respondent. The Tribunal has noted the contents and the decision is below.

Decision

The Tribunal has no jurisdiction in this matter as a Statutory Periodic Tenancy has not arisen and the Tenancy dated 31 August 2021 still applies

Reasons

Background

1. The Landlord served notice under section 13 (2) of the Housing Act 1988 on 14 August 2025 to increase the passing rent from £640 per month to £800 per month with effect from 28 September 2025.
2. The Tenant made an application dated 25 July 2025 to the Tribunal in reliance on section 13 (4) of the Housing Act 1988. Whilst this notice related to the Landlord's s13(2) Notice dated 27 June 2025 which had been withdrawn, The Tribunal, following an exchange of correspondence with the Tenant, registered this application against the revised s13(2) Notice.
3. This rent in all cases is stated to be exclusive of Council Tax, Water Charges and fixed service charges.
4. The Tribunal issued directions on 5 September 2025, inviting the Parties to submit any further representations (including any photographs and details of rentals for similar properties) they wished the Tribunal to consider.

Tenancy

5. The Tribunal was provided with a copy of the Tenancy which is dated 31 August 2021.
6. Clause 2 of the Tenancy states:

*"The Tenancy shall be from and including the 28 August 2021 ("the Commencement Date") to and **including the 27 February 2022 and thereafter from month to month** and until terminated by either party serving a notice on the other in accordance with this Agreement ("the Expiration Date"), "the Term."*
7. Whilst the "Expiry Date" is referred to in the "Summary of Agreement" as "27 February 2022", there is no definition thereof to contradict the provisions of Clause 2 of the Tenancy.
8. In this regard, "The Term/The Tenancy" is defined as including "...any extension or continuation of the Agreement..."

9. The Tribunal interprets these provisions as meaning that the Tenancy was intended to continue until either Party served a notice of termination. In the absence of any evidence being provided by the Parties of any notice of termination having been served, the Tribunal has no basis upon which to conclude that the Tenancy is not still in force.
10. In this context, clause 10.4 states:

“It is agreed that the rent as defined in this Agreement will be reviewed on the anniversary of this Tenancy and upon each subsequent anniversary in line with the change in the Retail Prices Index (RPI) for the previous 12 months and the rent varied accordingly either by way of an upward or downward adjustment”
11. The anniversary of this Tenancy fell on 28 August 2022 (i.e., after the “Expiry Date of 27 February 2022). As such, this clause would be ineffective had the Parties intended that the Tenancy would come to an end on 27 February 2022. It is therefore apparent that the terms of the Tenancy Agreement were intended to continue to apply until such time that either Party served Notice to bring that Tenancy Agreement to an end whereupon a Statutory Period Tenancy would arise. In the absence of that Tenancy Agreement coming to an end, a Statutory Periodic Tenancy cannot arise.
12. It is therefore the case that, as at the date of the section 13 Notice served by the Landlord, there is no evidence to suggest that the Tenancy Agreement had been terminated. It is therefore the case that clause 10.4 thereof still applies and this Tribunal has no jurisdiction.

Name: Peter Roberts FRICS CEnv

Date: 29 December 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), 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).