



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/32UD/MNR/2024/0676

Property : 22 Cromwell Street, Lincoln LN2 5LP

Applicant : Adebola Omikunle & Olusola Omikunle

:

Respondents : KDSD Limited jv Manish

Type of Application : Section 14 Housing Act 1988

Tribunal Members : Tribunal Judge J.E. Oliver
Tribunal Judge L. White
Tribunal Member P. Mountain

Date of Determination : 28th January 2025

Date of Decision : 5th February 2025

DECISION

Decision

1. The Tribunal does not have the jurisdiction to deal with the application.
2. The Notice proposing a new rent served pursuant to section 13(2) of the Housing Act 1988 is invalid and of no effect.
3. The rent for the property at 22 Cromwell Street Lincoln remains in the sum of £840 per calendar month.

Background

4. This is an application by Adebola Omikunle and Olusola Omikunle ("the Applicants") against the proposed increase of rent for 22 Cromwell Street Lincoln ("the Property").
5. The Respondent is the Landlord of the Property, KDSD Limited JV Manish ("the Respondent").
6. The Applicants were granted the tenancy of the Property on 7th January 2022. The tenancy agreement provides for the tenancy to commence on the 8th January 2022 until 7th January 2023 "*and every month thereafter*".
7. Clause 10.2 of the tenancy agreement makes provision as follows:

"It is agreed that the rent as defined in this agreement will be reviewed on the Anniversary, and on each subsequent anniversary of this Tenancy and the rent can be increased by £25 per month or by 5%, whichever is the greater."

8. The Respondent, via his agent, Let-Co, served a Notice, dated 8th July 2024, proposing a new rent of £940 per calendar month, effective from 8th August 2024.

Inspection

9. The Tribunal inspected the Property in the presence of Olusola Omikunle on 28th January 2025. The Respondent did not attend.
10. The Property is a 4 bedroomed terraced property in Lincoln. The accommodation also includes a downstairs toilet, bathroom, living room, dining room and kitchen. It has double glazing throughout and gas central heating. There is a small rear garden that is fully paved and front garden.
11. During the inspection the Tribunal was advised the Applicants had been served with a Notice to Quit and would be vacating the Property in the following 2 weeks.

The Law

12. Section 13(1) of the Housing Act 1988 ("the Act") provides as follows:

(1) This section applies to-

- (a) A statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part 1 Schedule 1 to this Act, cannot for the time being 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 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.

Determination

- 13. The tenancy agreement provides, under the heading of the Summary of Agreement – "*Expiry Date 7th January 2023 and every month thereafter*".
- 14. It continues to define The Term/The Tenancy "*to include any extension or continuation of the Agreement or any periodic tenancy which may arise following the expiry or determination of the period of the term specified in clause 2.*"
- 15. The term in Clause 2 is described as "*the Tenancy shall be from and including the 8th January 2022 (the Commencement Date) to and including 7th January 2023 and thereafter from month to month and until terminated by either party serving notice on the other in accordance with this Agreement('the Expiration Date'), 'the Term'*".
- 16. The Tribunal determines the reference to "*month to month after the first 12 months*" is included within the definition of The Term. This creates a Periodic Assured tenancy after the original term of 12 months and therefore falls under section 13(1)(b) of the Act.
- 17. The rent clause, as set out in Clause 10(2) of the agreement, provides for a rent review of either £25 or 5%, whichever is the greater. This is a binding rent review clause and consequently, the Tribunal has no jurisdiction.