



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

**Case reference** : **CAM/26UG/MNR/2025/0668**

**Property** : **104 Riverside Road, St Albans, AL1 1SE**

**Applicants (Tenant)** : **Ann Bevington**

**Respondents (Landlord)** : **Rosalind O'Donnell**

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

**Tribunal member(s)** : **Mary Hardman FRICS IRRV(Hons)**

**Date of decision** : **27 May 2025**

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**DECISION**

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This has been a hearing on the papers which has been consented to by the parties. The documents that I was referred to are in individual responses produced by the Applicant and the Respondent. I have noted the contents and my decision is below.

**Background**

1. On 28 April 2025 the tenant of 104 Riverside Road, St Albans, AL1 1SE (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 21 February 2025 and proposed a new rent of £1200.00 per month, to take effect from 18 April 2025. The tenant also included a copy of their tenancy agreement which states it is for a term of 12 months commencing on 19 June 2022.
3. In their application, the tenant supplied a continuation sheet where they noted that the application was being made without prejudice to the applicant's position that 1) the section 13 notice is invalid as it fails to comply with the requirement in section 13(2) Housing Act 1988 and 2) the tribunal does not have jurisdiction in view of the contractual clause in the tenancy agreement at 13.1.
4. The Tribunal acknowledged receipt of the Application and wrote to both parties on 28 April 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 tribunal also wrote to both parties as follows: in reference to the applicant's second point, save for the above, the tribunal believes that it may have jurisdiction. Section 13 (1)(b) states that an increase in rent 'applies to any other periodic 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'. This tenancy agreement does not appear to contain a provision for a rent increase.
6. On 9 May 2025 the applicant's solicitor wrote to the tribunal by email stating that they wrote to the respondent's solicitor to ask for their position on the matters and they say they received a response that they would serve a further notice regarding the start date. and in view of that correspondence, they would not be making any further written representations at that stage.
7. The respondent's solicitors then wrote to the tribunal by email who state that 'they will be serving a new notice of the tenant in circumstances whether the Tribunal likely does have jurisdiction to increase the rent on a valid notice (which the applicant has said nothing about)'.
8. No further correspondence was received by either party.

### **The Hearing**

9. This hearing has been determined on the papers provided, as no request for a hearing was received by either party

### **The Law**

10. 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

11. 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
12. The first requirement is that a minimum period of notice must be given before the proposed new rent can take effect.
13. 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.
14. The third requirement is that the proposed new rent must start at the beginning of a period of the tenancy
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.

### **Issues**

16. 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**

17. The tenancy agreement provided is an assured shorthold tenancy between the landlord Rosalind O'Donnell and the tenant Ann Bevington.
18. The agreement is stated to be a term of 12 months, commencing on 19 June 2022 at a commencement rent of £650 per calendar month. The agreement states that the rent is payable in advance in cleared funds by equal payments on the 19<sup>th</sup> of every month.
19. The agreement states at paragraph 13.2 that it is the landlord's intention that upon expiry of the fixed term of this tenancy agreement, that the tenancy will continue as a Contractual Periodic Tenancy and at paragraph 13.1 state that it is the landlord's intention not to require the rent for this tenancy to be increased during the fixed term of this tenancy nor in any extension or continuation of this or subsequent tenancies.
20. The Landlord's notice states the date for the new rent shall be 18 April 2025. However, the beginning of a period of the tenancy is the 19<sup>th</sup> of the month. The Notice does not therefore appear to comply with the third mandatory requirement of the Act as set out in paragraph 14 above.
21. 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.

22. The tribunal is also of the view that the tenancy agreement does not contain any provision for a rent increase – the clause in the tenancy agreement states ‘that it is the landlord’s intention not to require the rent for this tenancy to be increased during the fixed term of this tenancy nor in any extension or continuation of this or subsequent tenancies’ which does not appear to be 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’.

**Mary Hardman FRICS IRRV(Hons)**  
**Regional Surveyor**

### **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).