

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/30UK/MNR/2026/0087
Property	490 New Hall Lane, Preston, Lancashire, PR1 4TB
Tenant	Ben Hudson
Tenant's Representative	n/a
Landlord	Matthew Smith
Landlord's Address	12 Lune Street, Preston, Lancashire, PR1 2NL
Landlord's Representative	Starmes Property Services Ltd t/a Taylors Estates
Date of Application	27 February 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Steer & Mr J Faulkner FRICS
Date of Decision	19 May 2026

DECISION

1. The Tribunal finds that it does not have jurisdiction to make a determination under section 13 of the Housing Act 1988 and therefore the Tribunal strikes out these proceedings pursuant to Rule 9(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

REASONS

Background

2. On 07 January 2026, the Landlord served a notice on the Tenant under Section 13(2) of the Housing Act 1988 (“Act”) which proposed a new rent of £625 per calendar month (“pcm”) in place of an existing the existing rent of £550 pcm to take effect from 01 March 2026.
3. On 27 February 2026, under section 13(4)(a) of the Act, the Tenant referred the Landlord’s notice proposing a new rent to the Tribunal for determination of a market rent.
4. The Tribunal has considered this case on the basis of the papers provided by the parties including the Tenant’s Rents 1 form dated 27 February 2026, the Landlord’s Rents 1A form dated 09 March 2026 and the supporting documentation provided by both parties. Neither party requested a property inspection or an oral hearing.

The Tenancy Agreement

5. The assured tenancy between the parties was for an initial fixed term of 2 years commencing from and including 01 February 2021 to and including 31 January 2023 (“Agreement”). Following the fixed term, the tenancy continues as a monthly contractual periodic tenancy until ended following either party giving notice. A copy of the Agreement was provided by the Tenant.

6. Clause 1.7.8 of the Agreement states as follows:

1.7.8 Rent Increase:

1.7.8.1 If for any reason the Tenant remains in possession of the Property, or the lawful Tenant of the Property, for more than 12 months, then the Rent will increase once each year.

1.7.8.2 The first increase will be on the first Rent Due Date more than 364 days after the commencement date.

1.7.8.3 Subsequent increases will be on the first Rent Due Date more than 364 days since the last rent increase.

1.7.8.4 In clauses 1.7.8.2 and 1.7.8.3 the Rent will increase once every twelve months on the anniversary of the date on which the Tenancy began (“the Rent Increase Date”). The increase is to be calculated according to the rise in the CPI (Consumer Prices Index as quoted by the Office of National Statistics) from the start of the Tenancy or the anniversary date whichever is the later subject to a minimum of 3% and maximum increase of 7.5%.

1.7.8.5 Not applying the rent increase at the first Rent Due Date more than 364 days after the commencement date, or the last rent increase date, will not then prevent the Landlord applying an increase on any future Rent Due Date.

1.7.8.6 In clause 1.7.8.5 the Rent will increase by the amount of the increase in the CPI (Consumer Prices Index) from two months before the start of the tenancy or the last increase, whichever is the later, to the month two months prior to the month of the increase. Regardless of CPI, the amount of the rent increase will be subject to a minimum of 3% to a maximum of 7.5% for each complete year since the last rent increase.

Representations by the Parties

7. With regard to the jurisdiction issue, the parties made the following representations:-

Tenant's Representations

8. The Tenant states in his email dated 25 February 2026 (amongst other things) that:-

8.1 The Agreement is continuing as a contractual periodic tenancy pursuant to clause 1.6 of the Agreement;

8.2 A section 13 notice cannot apply in circumstances where a contractual periodic agreement is in place which itself contains a rental increase clause. Reference is made to the guidance notes (section 9) on the section 13 notice itself; and

8.3 The rent increase provisions are binding contractually and both supersede and nullify the use of a section 13 rent increase notice.

The Landlord's Representations

9. The Landlord did not comment on or respond to the Tenant's representations regarding the jurisdictional issues which are summarised at paragraph 8 above.

The Law

10. The Tenant cannot refer a notice of increase to the Tribunal unless section 13 of the Act applies to the tenancy. Section 13(1) of the Act states:

(1) This section applies to—

(a) a statutory periodic 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.

11. The leading authority on the question of jurisdiction in cases such as this is the decision of the Court of appeal in *Contour Homes Ltd v Rowen* [2007] EWCA Civ 842. In this case the Court of Appeal considered whether the exclusion in section 13(1)(b) of the Act applies only to tenancies with a fixed term uplift or whether it also applied to increases of unspecified amounts to be arrived at in a particular way, for example by the landlord serving a notice. It was held that the section 13 rent increase procedure does not apply where the tenancy agreement already contains a contractual mechanism for increasing rent even if the agreement merely provides the “machinery” for review rather than fixing the exact future rent in advance. Further, that section 13 of the Act preserved the parties’ freedom to contract by only giving the Tribunal the jurisdiction to determine a market rent if the parties had not made provision within the agreement.

Conclusion

12. The Tribunal have considered the provisions of clause 1.7.8 of the Agreement and section 13(1) of the Act. It is clear that the parties have agreed how the rent should be increased during the contractual periodic tenancy which arises after the fixed term of the Agreement ends. Clause 1.7.8 of the Agreement constitutes a mechanism to review the rent within the meaning of section 13(1)(b) of the Act and so excludes the Tribunal from having jurisdiction to determine this application.
13. Pursuant to Rule 9(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal must strike out the whole or a part of the proceedings or case if the Tribunal –
 - (a) does not have jurisdiction in relation to the proceedings or case or that part of them; and
 - (b) does not exercise any power under rule 6(3)(n)(i) (transfer to another court or tribunal) in relation to the proceedings or case or that part of them.

14. The Tribunal does not have jurisdiction and has no power to transfer the proceedings to another court or tribunal therefore the proceedings are struck out.

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.