



FIRST - TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)

Case Reference	LON/OOBB/MNR/2026/0124
Property	6 Betts Apartments, 3 Wallis Walk, London, E16 2XX
Tenant	Andreea Barbinta
Tenant's Representative	none
Landlord	ERG RAW Limited (Company Number 13937965)
Landlord's Address	8 Sackville Street London W1S 3DG
Landlord's Representative	none
Date of Application	18 February 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS S Dhanani
Date of Decision Date of Redetermination	18 May 2026 29 May 2026
Rent Determined	£1770
Date the new rent takes effect	1 March 2026

## REASONS FOR THE DECISION

### Preliminary

- A. On the 18 May 2026 the issue was initially considered, and the Tribunal adjourned the determination pending the issue of directions to consider the issue of jurisdiction. Subsequently this adjournment was set aside by Procedural Judge Veron Ward FRICS under The Tribunal Procedure (First tier Tribunal) (Property Chamber) Rules 2013 and the matter determined on 29 May 2026.

### Background

1. On 30 January 2026, the landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1770.00 per calendar month (pcm) in place of the existing rent of £1369.00 pcm to take effect from 1 March 2026.
2. On 18 February 2025 under Section 13(4)(a) of the Housing Act 1988, the tenant referred the landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The tenancy commenced 18 February 2022 as 36-month contractual assured shorthold tenancy. The rental period is monthly payable on the 18<sup>th</sup> of the month, initially at £1253.00 pcm.
4. The Tribunal has considered all evidence submitted within the timetable set out by the Directions and subsequent oral testimony. The Tribunal has not recorded all evidence submitted within the decision. The omission of a piece of evidence should not be taken that it has not been taken into consideration.
5. The Tribunal did not inspect the property.
6. The Tribunal benefited from a 66-page bundle.

### Jurisdiction

7. The Applicant contended in their application in section 4 “My tenancy is a contractual periodic tenancy pursuant to Section B.7 of the tenancy agreement. All terms of the original fixed-term agreement continue to apply, including the rent review provisions in Section B.9. The clause provides that any rent increase must be based solely on the Consumer Price Index (CPI) for the month immediately preceding the rent increase notice. Section 13 notice served in this case is of no effect under section 13(1)(b).”
8. The Respondent, [62/66] does not consider the section 13 Notice served was invalid and stands by its validity.
9. The Tribunal in order to determine a rent under section 13 and 14 must be reasonably certain that the Notice which proposed the rent is valid.
10. The Tribunal does not have the jurisdiction to determine whether a notice is valid. However;

*The case of Mooney v Whitehead [2023] EWCA Civ 67] confirmed that the Tribunal does not have the jurisdiction to determine whether a Notice of Increase for all purposes is valid or not. However, the Tribunal is entitled to decide whether it is satisfied, on balance, that the legal and factual matrix forming the background to the application demonstrates that it has jurisdiction.*

*In the current case it appears the terms of contractual tenancy which upon its expiration becomes a statutory periodic tenancy with the same terms, contains a term which proscribes how rent should be calculated.*

*The Housing Act 1988 section 13 does not provide jurisdiction to the First- tier Tribunal (Property Chamber) in cases where the rent is set by a prescribed rent review mechanism.*

The Law

Extract from Housing Act 1988

**S5 – Security of tenure**

[...]

(2) *If an assured tenancy which is a fixed term tenancy comes to an end otherwise than by virtue of—*

- (a) an order of the court of the kind mentioned in subsection (1)(a) or*
- (b) or any other order of the court,*
- (b) a surrender or other action on the part of the tenant, or*

*(c) the giving of a notice under section 33D of the Immigration Act 2014,*

*then, subject to section 7 and Chapter II below, the tenant shall be entitled to remain in possession of the dwelling-house let under that tenancy and, subject to subsection (4) below, his right to possession shall depend upon a periodic tenancy arising by virtue of this section.*

*(3) The periodic tenancy referred to in subsection (2) above is one—*

*(a) taking effect in possession immediately on the coming to an end of the fixed term tenancy;*

*(b) deemed to have been granted by the person who was the landlord under the fixed term tenancy immediately before it came to an end to the person who was then the tenant under that tenancy;*

*(c) under which the premises which are let are the same dwelling-house as was let under the fixed term tenancy;*

*(d) under which the periods of the tenancy are the same as those for which rent was last payable under the fixed term tenancy; and*

*(e) under which, subject to the following provisions of this Part of this Act, the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy.*

### **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.*

#### Determination on the Preliminary Matter - Jurisdiction

11. The contractual tenancy was for 36 months from 18 February 2022, so ceased on 17 February 2025. From the 18 February 2025, the tenant held over on a statutory periodic tenancy. The terms of which are carried forward to the new statutory tenancy save for the terms where the landlord can make a determination.

*the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy.*

12. The Tribunal finds that the provision as to predetermination of rent falls to be one of the provisions that section 5 (3) (e) are not carried over to the new statutory hypothetical tenancy.
13. The Tribunal finds that the Notice of Increase of Rent is therefore probably valid and that the Tribunal can undertake a determination of rent under section 13 and 14.

#### Determination of Rent.

#### Allocation of repairs between landlord and tenant

14. The Tribunal has considered the written submissions of the parties. The tenancy at paragraph 4 of "our responsibilities" [35/66] that the landlord is responsible for Section 11 of the Landlord and Tenant Act 1985 repairs.
15. Under 30 Not to alter the premises – the tenant may decorate the inside but only to the agreement of the landlord.
16. The Tribunal finds the landlord is responsible for internal and external repairs.

#### Liability for Council Tax and Utilities

17. From the submissions the Tribunal finds the tenant is responsible for Council Tax and utilities.

#### Determination

18. The Tribunal determined it was proportionate to undertake its determination without an inspection.

### The Property

#### Extent and Specification

19. The Tribunal from review of papers finds, the property is a ground floor flat, comprising, one bedroom, one living room/kitchen and one bathroom.

Ground floor	room
	Living room/kitchen
	bedroom
	bathroom

#### Improvements

20. No evidence of improvements by the tenant.

#### Disrepair

21. There is no evidence of disrepair.

#### Specification

22. There is no evidence of the specification of the property. The Tribunal notes the majority of properties to let in the vicinity have double glazing, central heating, flooring and white goods supplied by the landlord. The Tribunal determines there is no evidence to depart from this.

#### Rental Evidence

##### *The Landlord*

23. No evidence provided.

##### *The Tenant*

24. No evidence provided

#### Determination and Valuation

25. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 1 March 2026.

26. The Tribunal values the property on the basis that;
- (a) The condition of the property disregards any tenant's improvements; there are none in this case.
  - (b) That the terms of the tenancy are such that the landlord has responsibility for repairs
27. Relying on its expert knowledge of rental values in the area, and the comparables provided by the landlord and the tenant, the Tribunal determines that the market value of the subject property in a condition similar to the basket of comparables that is modernised and in good order it would be in the order of £1770 pcm.
28. From this level of rent, the Tribunal has made no adjustments.

#### Undue hardship

29. The new rent takes effect from the date specified in the landlord's Notice of Increase unless that would cause undue hardship to the tenant. In case of "undue hardship", the Tribunal has a discretion to fix a later starting date, up to the date a Tribunal makes its determination.
30. The tenant has asked the Tribunal to fix a later starting date in this case. The Tribunal has considered the representations of the tenant and the landlord. Whilst the tenant has said they are studying and have sustained an injury there is no empirical evidence of their financial status and so there is no evidence of "undue hardship". So the tribunal does not make a determination to alter the date the proposed rent comes into effect.

#### Decision

31. Therefore, the Tribunal determines the market rent at £1770.00 pcm with effect from 1 March 2026

### 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.