



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference

HAV/00HR/MNR/2026/0096

Property

18 Intelligence Walk, Ashford, Kent,
TN23 3FE

Tenant

Fay Hill

Tenant's Representative

Lucy Speed

Landlord

Citra Living Properties (No1) Limited

Landlord's Address

25 Gresham Street,
London, EC2V 7HN, United Kingdom

Landlord's Representative

Sophie Anderson, Touchstone

Date of Application

31 March 2026

Type of Application

Determination of a Market Rent sections
13 & 14 of the Housing Act 1988

Tribunal Members

W H Gater FRICS – Chair
Ms S Johnson

Date of Decision

2 June 2026

Rent Determined

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Date the new rent takes effect	-
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REASONS FOR THE DECISION

Background

1. On 19 March 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1375.00 per calendar month(pcm) in place of the existing rent of £1455.00 pcm to take effect from 1 May 2026.
2. On 31 March 2024, 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 assured tenancy commenced on 1 December 2024 for a term of 36 months. The rental period is monthly.
4. The Tribunal issued Reply Forms providing the parties with an opportunity to provide evidence. The Tenant responded as directed. The Landlord has failed to engage with the Tribunal

Jurisdiction

5. The Tribunal has jurisdiction to determine rents under Section 14 of the Housing Act 1988. That jurisdiction is in respect of tenancies which are applicable under with section 13 of the Act.
6. Prior to the Renters Rights Act 2025 which came into force on 1 May 2026, the relevant section of the Act states
"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 1 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.”

7. This application was made before the Renters Rights Act 2025 and the version of s 13 applies as a result.
8. In short, a tenancy which contains a contractual rent review clause is outside of Section 13 (prior to amendment.)
9. The tenancy agreement for this property contains such a clause at J [3] of the document: -
 - J 3. Changes in rent*
 - a. We may increase the rent from the first anniversary of the commencement date of this tenancy by giving you not less than one calendar months' notice in writing. The notice will set out what the new rent will be and when it is payable from.*
 - b. After the first rent variation under this tenancy agreement we may increase the rent each year by giving you not less than one calendar months' notice in writing. The notice shall specify the rent proposed.*
 - c. The rent will increase by the percentage increase in the Retail Price Index published 3 months prior to the date of the renewal, or by 6% depending on which amount is the greater. This increase will be based on the rent payable in the first year and any subsequent year thereafter. The increased rent will be rounded up to the nearest pound*
10. Since there is a rent review clause the Tribunal is unable to determine the rent under Section 14.
11. The Upper Tribunal has held that where such a clause exists the Tribunal has no jurisdiction. In *Moat Homes Ltd v Carlo and Longhurst Group v Gristwood & Fovargue* [2024] UKUT 415 (LC) The Deputy Chamber President Martin Rodger KC held that the existence of contractual rent review clauses precluded reference of the proposed rents to the Tribunal.
12. At 30, the Deputy President made clear:-

At the risk of repetition, but in the hope that the waste of resources which Moat and Longhurst have inflicted on themselves and on the justice system in these cases may be avoided in future, it should be noted that the significant expense and inconvenience of these proceedings to all parties, and the distress which the respondents may have experienced, have been caused in each case by the inappropriate and misleading use of the statutory prescribed form for increasing rent under section 13 of the 1988 Act. Section 13 does not apply and the prescribed form serves no purpose where the tenancy agreement includes a contractual rent

review clause. The form is worse than useless, because it creates the false impression, and false hope, that the FTT may be able to determine a different rent, when it cannot. It is in the hands of social housing providers to avoid the waste and confusion which the inappropriate use of the prescribed form provokes.

Decision

13. The Tribunal finds that it has no jurisdiction to determine the application under Section 14 due to the existence of the rent review clause in the tenancy agreement.
14. The parties should be aware that the Tribunal does not have jurisdiction to determine whether the notice of rent increase is valid. If a formal determination of validity is required, this must be through application to the County Court. The Tribunal is however able to express a view, which is not a determination, that it follows from the above that the tenancy is outside of the Act and the s13 process cannot be pursued through the Tribunal.

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.