

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00MC/MNR/2025/0758
Property	28 Lesley Court, Southcote Road, Reading, Berkshire, RG30 2AT
Tenant	R J Nicol
Tenant's Representative	N/A
Landlord	S Macro
Landlord's Address	C/O Walmsley Residential Lettings, 9/11 Bridge Street, Caversham, RG4 8AA
Landlord's Representative	N/A
Date of Application	29 September 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Peter Roberts FRICS CEnv
Date of Decision	30 June 2026
Rent Determined	N/A
Date the new rent takes effect	N/A

REASONS FOR THE DECISION

The Tribunal are unable to proceed in this matter unless the County Court determine that the Landlord's section 13 (2) Notice dated 27 August 2025 was valid and the Tribunal has jurisdiction.

Reasons

1. On 27 August 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £975 per calendar month (pcm) in place of the existing rent of £780 pcm to take effect from 1 October 2025.
2. On 29 September 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 original assured tenancy dated 21 December 2012 was extended as a Periodic Assured Shorthold Tenancy on 20 December 2013. This provided:

"1) That either party may bring this Tenancy to an end by the Tenant giving to the Landlord a minimum of one month's written notice to expire at the end of a rental period (20th of a month), or the Landlord giving to the Tenant two month's written notice to expire at the end of a rental period (20th of a month).

2) That all other terms and conditions of the Tenancy Agreement of the 21st December 2012 will remain."
4. Whilst the Tribunal has not been provided with a copy of the lease dated 21 December 2012, it is not unreasonable to assume that it would have set out the rent to be paid as a term of that lease. It therefore follows that the terms relating to the assessment of rent would be included amongst the terms and conditions referred to above as remaining in force.
5. No evidence has been provided to the Tribunal that this Tenancy had been brought to an end as at the date of the Landlord's Section 13 Notice. Furthermore, as the Landlord's Notice was served prior to the coming into force of the Renters Rights Act, the terms of the Tenancy take precedence as a Housing Act 1988 tenancy had not arisen.
6. It therefore follows that, as at the date of the Section 13 Notice and in the absence of evidence to the contrary, the Tribunal did not have jurisdiction to determine the validity of such notices. However, paragraph 48 of the Court of Appeal Decision in *Mooney v Whiteland* [2023] EWCA Civ 67 states:

“That is not to say that a rent assessment committee may not sometimes need to take a view whether a notice is valid. If it considers that a notice is invalid, it may decline to proceed until the question has been determined by the court. Conversely, if it considers that a notice is valid and that objections are without substance, it may proceed to determine the appropriate rent, but its determination will not prevent a tenant from disputing the validity of the notice.”

7. The Tribunal declines to proceed in this instance until and unless the question of validity has been determined by the Court.

Determination

8. The Tribunal is unable to proceed to a formal determination unless the County Court determines that the Tribunal has jurisdiction.

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.