

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00LC/MNR/2026/0082
Property	20 Birkhall Close, Chatham ME5 7QD
Tenant	Georgie Juette
Tenant's Representative	n/a
Landlord	KCJZ Properties Limited
Landlord's Address	22 Crescent Way, Chatham, Kent, ME57QD
Landlord's Representative	n/a
Date of Application	16 th April 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge David Cowan – Chair Bruce Bourne MRICS
Date of Decision	4 th July 2026
Rent Determined	n/a
Date the new rent takes effect	n/a

REASONS FOR THE DECISION

Background

1. On unknown dates, the Landlord purported to serve two notices under Section 13 (2) (as amended) of the Housing Act 1988 which respectively proposed a new rent of £230 and £245 per week (pw) in place of the existing rent of £202 pw to take effect respectively from 1st January 2026 and 23rd March 2026.
2. On 16th April 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's purported notices proposing a new rent to the Tribunal for determination of a market rent.
3. The assured shorthold tenancy commenced on 18th October 2021 for the term of one year. The rental period is weekly.

Validity Of Notices – Section 13 of the Housing Act 1988

4. In their application form, the Tenant indicated that they believed that the Landlord's notice was valid.
5. On 16th April 2026, in correspondence with the Tribunal, the Tenant said that there was confusion over the notices and what figure was being proposed by the Landlord as the new rent. She understood that the first notice was invalid. She identified that the validity of the notices may be in question.
6. In these circumstances, the Tribunal determined that it would be procedurally appropriate to offer the Landlord an opportunity to provide representations on the validity of the notice/s.
7. On 22nd June 2026, the Tribunal sent a Direction to the Landlord, explaining the issue and providing the Landlord with seven days to make representations.
8. The Landlord did not respond to that Direction.

The Law

9. The Tribunal directs itself that:
 - a) The Landlord may serve a notice on the tenant in the prescribed form proposing a new rent: section 13(2), Housing Act 1988;
 - b) The new rent is to take effect not earlier than the minimum period after the date of service of the notice: section 13(2)(a), Housing Act 1988;
 - c) The minimum period is the six months in the case of a yearly tenancy; one month in the case of a tenancy where the period is less than a month;

and in any other case, a period equal to the period of the tenancy: section 13(3), Housing Act 1988;

- d) A notice must be in the prescribed form or a form substantially to the same effect, such that it serves its statutory purpose, notwithstanding any errors or omissions: *Ravenseft Properties Ltd v Hall* [2001] EWCA Civ 2034; [2002] HLR 33.
- e) The question for the Tribunal is whether, read in its context, the notice was sufficiently clear to leave a reasonable recipient in no reasonable doubt as to its terms: *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] AC 749

Determination

10. The Tribunal determines that the purported notices were not valid as they do not comply with the requirements of the prescribed form and the purported notices are not substantially to the same effect for the following reasons:
 - a) The first purported notice proposes a starting date for the new rent of 1st January 2026. That date is not the start of a period of the tenancy.
 - b) The first purported notice was not signed or dated.
 - c) The Landlord appears to have accepted that the first notice was invalid and/or waived their right to rely on the first form by serving a second purported notice with a start date for the new rent of 23rd March 2026.
 - d) The second purported notice was not signed or dated.
 - e) The prescribed form requires that the Landlord, or somebody acting on their behalf, must sign and date the form. That is a mandatory requirement.
 - f) The reason for the requirement of a signature can only be to confirm that the Landlord has decided to endorse the rent increase.
 - g) The reason for the requirement of dating the notice is so that the Tenant can determine whether the starting date for the new rent is lawful.
 - h) In the absence of signature and date, the Tribunal finds that a reasonable recipient would be left in reasonable doubt as to the terms of the second purported notice and unable to determine its validity, even though the purported new rent is clearly stated.
 - i) Neither of the purported notices fulfilled the statutory purpose.
 - j) It is relevant, but not determinative, that the Tenant wrote that "... there has not been a clear or stable proposed rent" (email, 16th April 2026).
 - k) It is also relevant that the Landlord has not provided the Tribunal with a date on which either notice was served on the Tenant such that the Tribunal has been unable to determine that there has been compliance with the correct minimum period under section 13(2)(a), Housing Act 1988.
11. Accordingly, the Tribunal finds that:

- a) The Landlord cannot rely on the first purported notice and, even if they were able so to do, that notice was not valid;
- b) Neither of the notices were sufficiently clear to leave a recipient in no doubt as to its terms.

Decision

12. Therefore, the Tribunal makes no determination of the market rent as there is no valid notice in the prescribed form proposing a new rent.

Judge D Cowan

4th July 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 (rule 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.