

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AE/MNR/2026/0275
Property	302 Vista, 2 Weaver Walk, Wembley, HA9 0GY
Tenant	Sahra Mohamed Hajiali
Tenant's Representative	
Landlord	Sovereign Network Group
Landlord's Address	The Hive, 22 Wembley Park Boulevard
Landlord's Representative	
Date of Application	05 April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Wendy Banks Dr Jan Wilcox
Date of Decision	1 July 2026

REASONS FOR THE DECISION

Background

1. On 7 February 2026, the Landlord served a notice under section 13(2) of the Housing Act 1988 which proposed a new rent of £368.98 per week in place of the existing rent of £352.08 per week to take effect from 6 April 2026.
2. On 5 April 2026, 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 25 February 2019 for a term of 5 years. The rental period is weekly.
4. The Tenancy Agreement is in joint names with Mr Abdelkrim Bouchamia, yet the application was made only in the name of Sahra Mohamed Hajiali. This was raised with the Applicant, who informed the Tribunal by email dated 18 May 2026 that Mr Bouchamia was no longer living at the Property, having moved out in 2022. The Tribunal was therefore satisfied that it could proceed.

Jurisdiction

5. Sections 13 and 14 of the Housing Act 1988 provide a statutory scheme for landlords to obtain increases in the rent payable under assured periodic tenancies. Section 13 provides for the landlord to serve a notice proposing a change in rent and for the tenant to refer the proposal to the FTT for determination if the tenant does not agree to the proposal. If an increase is referred to the FTT, it must then determine the new rent in accordance with valuation principles provided in section 14.
6. The right to refer a rent increase to the FTT does not apply to all such assured tenancies. Section 13(1) of the Housing Act 1988 identifies the tenancies to which sections 13 and 14 apply, as follows:

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. The right to refer a notice of increase to the FTT is available only where the assured tenancy is a periodic tenancy. Following expiry of the fixed term in February 2024, the tenancy continued as a periodic tenancy.
8. The statutory periodic tenancy referred to in section 13(1)(a) is one which arises under section 5 of the Housing Act 1988 Act on the termination of an assured tenancy which is a fixed term tenancy (section 5(7)). Section 13(1)(b) covers other periodic tenancies which are assured tenancies except a tenancy "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".
9. In *Contour Homes Ltd v Rowen* [2007] 1 WLR 2982, Arden LJ explained the effect of section 13(1)(b), as follows:

"... that section excludes a tenancy where provision is made for an increase in rent, and this exclusion applies not simply as the judge thought to cases where the amount of the increase in the rent is set by the tenancy agreement, but also in cases where the tenancy agreement merely provides machinery for increasing the rent."

10. The Upper Tribunal has followed *Contour* in at least two previous appeals, finding in each that a clause in a weekly or monthly assured periodic tenancy which gave the landlord the right to increase the rent to a figure of its own choice was within the exception in section 13(1)(b), so that the FTT did not have jurisdiction to determine a new rent (*Chouan v The Earls High School* [2016] UKUT 405 (LC) and *Salvation Army Housing Association v Kelleway* [2024] UKUT 53 (LC)).
11. In *Moat Homes Ltd v Carlo* [2024] UKUT 412 (LC) the wording of the rent review clause was as follows. The reference to 'Miss Caro' in the later quotation from the Upper Tribunal's judgment at paragraph 12 is reproduced verbatim.

Changes in net rent

(a) The net rent payable under this agreement will be reviewed in April every year, regardless of when the tenancy started.

(b) We may increase or decrease the rent by giving you four weeks' notice in writing. The notice will set out the proposed net rent and service charge.

12. At paragraph 18, Judge Martin Rodger KC stated as follows:

18. It is clear that Miss Caro's tenancy is not one to which section 13 applies. It is excluded by clause 3 of the agreement which is exactly the sort of contractual provision for increasing rent which is described in the exception in section 13(1)(b). It follows, as it did in Contour, Chouan and Salvation Army Housing Association, that the FTT did not have jurisdiction to determine a new rent.

Application to this tenancy and notice

13. The issue for the Tribunal is therefore whether the Applicant's tenancy contains a contractual provision which brings it within the exception in section 13(1)(b).

14. Clause (5) of the Tenancy Agreement provides as follows:

(a) We may increase or decrease the Rent with effect from the first Monday in April following the commencement of the tenancy and annually thereafter on the first Monday in April each year ("the Review Date"), by serving you with a notice specifying the revised Rent payable.

(b) We must serve the rent increase notice on you not less than 28 days before the relevant Review Date.

15. The notice is dated 7 February 2026 and proposed that the increased rent should take effect from 6 April 2026, being the first Monday in April. Although the rent review clause does not specify the amount of any increase, it provides machinery by which the rent may be increased or decreased on the annual Review Date. Applying *Contour* and *Moat Homes*, the Tribunal finds that the Applicant's tenancy is not one to which section 13 applies. It falls within the exception in section 13(1)(b) because clause (5)(a) is a provision, binding on the tenant, under which the rent for a particular period of the tenancy may be greater than the rent for an earlier period. The Tribunal therefore has no jurisdiction to determine a new rent under section 14.

Decision

16. In those circumstances, the Tribunal has no jurisdiction to determine a market rent under section 14 of the Housing Act 1988. The Tribunal therefore makes no determination of rent.

17. Consistently with the approach of the Upper Tribunal in *Moat Homes Ltd v Carlo* [2024] UKUT 412 (LC), the consequence is that the Landlord's proposed rent of £368.98 per week took effect from 6 April 2026, as specified in the notice given on 7 February 2026.

Name: Judge Wendy Banks

Date: 3 July 2026

APPEAL PROVISIONS

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), on a point of law only, then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).