

	FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BH/MNR/2026/0290
Property	33A Fladgate Road, London, E11 1LX
Tenant	Maria Pisica
Tenants' Representative	
Landlord	Uzama Bashir
Landlord's Address	22 Kirkdale Road, London, E11 1HP
Landlord's Representative	
Date of Application	28 April 2026
Type of Application	Determination of a market rent under sections 13 and 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 17 March 2026, the Landlord served a notice under section 13(2) of the Housing Act 1988 proposing a new rent of £1,750 per calendar month in place of the existing rent of £1,370 per calendar month. The notice stated that the proposed new rent was to take effect from 31 April 2026.
2. On 28 April 2026, the Tenant referred the notice to the Tribunal under section 13(4)(a) of the Housing Act 1988. In doing so, the Tenant raised an issue as to the validity of the notice because 31 April 2026 is not a calendar date.
3. The tenancy commenced on 31 August 2023 for a fixed term of 12 months. The rent is payable monthly.

Jurisdiction and the legal framework

4. Section 13(2) of the Housing Act 1988 provides that, for the purpose of securing an increase in rent under a tenancy to which that section applies, the landlord may serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice.
5. The date specified in the notice is therefore an important statutory requirement. It identifies the date from which the new rent is said to be payable. It also identifies the deadline by which the tenant must refer the notice to the Tribunal if the proposed rent is not accepted.
6. In *Mooney v Whiteland* [2023] EWCA Civ 67, the Court of Appeal emphasised that the date from which the new rent will take effect is of critical importance to the validity of a section 13 notice, because it enables the tenant to understand whether the statutory requirements have been complied with and leaves no room for doubt about the date from which the new rent will be payable.
7. The Tribunal has also considered the principle in *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] AC 749. A notice is to be read objectively, as it would be understood by a reasonable recipient with knowledge of the relevant background. However, a statutory notice must still fulfil its statutory purpose, and an error will not be corrected by interpretation unless the reasonable recipient would appreciate both that there is an error and what the notice was intended to mean.

8. The Tribunal's jurisdiction on a reference under section 13(4) is to determine the rent under section 14. The Tribunal does not make a binding determination as to the validity of the notice; that remains a matter for the County Court. However, where an apparent defect in the notice is raised, the Tribunal may consider that issue for the limited purpose of deciding whether it should proceed to determine a market rent.

Application to this notice

9. The notice in this case specifies 31 April 2026 as the date from which the proposed new rent is to take effect. That date does not exist. April has 30 days.
10. This is not simply a case where the notice identifies a real date which may be inconsistent with the beginning of a tenancy period. The notice identifies no real date at all. The Tenant was therefore not given a clear and certain date from which the new rent was said to be payable.
11. The Tribunal has considered whether the error can be corrected by applying *Mannai*. In the Tribunal's judgment, it cannot safely be said that a reasonable recipient would understand the notice to have one clear meaning. A reasonable recipient might think the landlord intended 30 April 2026, being the last day of April. Alternatively, the recipient might think the landlord intended 1 May 2026, being the next calendar day. Those are different dates and may have different consequences for the statutory timetable and the question whether the proposed increase takes effect at the beginning of a new tenancy period.
12. The fact that the Tenant raised the point in the application supports the conclusion that the notice did not leave the Tenant in no real doubt as to the intended effective date. The defect goes to the statutory function of the notice and to the certainty required by section 13.
13. Accordingly, for the limited purpose of deciding whether to proceed under section 14, the Tribunal is not satisfied that the notice has specified a valid effective date for the proposed rent increase.

Decision

14. In those circumstances, the Tribunal does not proceed to determine a market rent under section 14 of the Housing Act 1988.
15. The Tribunal therefore makes no determination of rent on this application.

16. The existing rent remains payable unless and until it is altered by agreement, by a valid notice, or by other lawful means. Nothing in this decision prevents either party from seeking a binding determination from the County Court as to the validity of the notice, if so advised.

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.