



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **BIR/17UF/MNR/2026/0092**

Property : **13 Cawdor House, Gateway Court, Matlock,
Derbyshire, DE43TJ**

Tenant : **Julie Mellon**

Landlord : **Platform Housing Group**

Landlord's agent : **Devonshires**

Date of application : **2nd April 2026**

Type of Application : **Determination of a Market Rent Sections
13 & 14 of the Housing Act 1988**

Tribunal Members : **T W Jones FRICS
S Sohota**

Date of Decision : **2nd July 2026**

DECISION – THE APPLICATION IS STRUCK OUT

REASONS FOR THE DECISION

Background

1. By an application dated 2nd April 2026 the Tenant the of the Property referred the Notice of increase of rent served by the Landlord proposing a new rent of £145.54 per week in place of the existing rent of £138.88 per week to the Tribunal.
2. The property was let on a weekly periodic assured tenancy dated 14th October 2013 incorporating the then standard repairing obligations.
3. The Landlord's submission was that the Section 13 Notice to increase the rent was served in error and was invalid.
4. It was the Tenant's submission that the Section 13 Notice to increase the rent was valid and requested that the "Tribunal continue to a decision".
5. The Tribunal considered the written submissions provided by the Tenant and the Landlord.

Validity

6. The Landlord submitted that the rent had historically been incorrectly increased by applying the social rent formula, as opposed to the correct procedure outlined in Section C. Paragraph 2 of the contractual weekly periodic assured tenancy. Once the Landlord realised this error, they refunded the incremental rent increase of £860.72 to the Tenant meaning that the historic and current rent paid remained at the initial figure of £106.22 plus service charge of £7.38 as specified in the tenancy agreement.
7. The Landlord further submitted that as the incremental rent increase had been refunded and the current passing was £106.22 plus service charge of £7.38 such being the original sum outlined in the tenancy agreement there had been no increase in rent therefore any future increase should be in accordance with Section C, Paragraph 2. of the agreement which in turn meant that the Section 13 Notice to increase the rent was invalid.
8. The Tenant in her submission did not address the Landlord's reasoning as to the invalidity of the notice nor was the matter of the refund referred to therefore the Tribunal must assume that the refund took place and was accepted by the Tenant.

Decision

9. The ultimate authority for determining whether or not a Rent Increase Notice is valid is the County Court (see *Mooney v Whiteland* [2023] EWCA Civ 67) however the Tribunal must be satisfied on balance that the Notice is valid for its jurisdiction to be engaged.
10. The Tribunal is inclined to agree with the Landlord's point on validity.
11. The Tribunal is not therefore satisfied that the Notice is valid, sufficient for its jurisdiction to be engaged.
12. For the reason given above, the application is struck out under Rule 9 (2) (a) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.



Chairman:

Date: 2nd 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 (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.