



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	LON/00AM/MNR/2026/0159
Property	:	Flat 6, 3 Bailey Place, London, N16 8BA
Tenant	:	David Cleghorn
Landlord	:	Peabody Trust
Type of Application	:	Section 13 Housing Act 1988
Tribunal Members	:	Ms S Beckwith MRICS Mr A Spielman
Date of Decision	:	13 July 2026

DECISION

The Tribunal does not have jurisdiction to determine this application for the reasons stated below.

It follows that the application must be struck out under Rule 9(2)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, because the Tribunal does not have jurisdiction in relation to the proceedings or case or that part of them.

REASONS

The Application

1. The Tribunal received an application from the Tenant, David Cleghorn, dated 24 March 2026.
2. The application referred a Landlord's Notice of Increase that was in relation to Flat 6, 3 Bailey Place, London (the Property). The Notice of Increase proposed to increase the rent of the Property from £1,500 per month to £1,650 per month with effect from 30 March 2026.
3. The Tenant's application set out their substantive case and raised the issue of the validity of the Landlord's Notice of Increase on the basis that the Notice of Increase was not dated and they did not receive one month's notice of the proposed increase in rent.
4. The Landlord did not return the MR2 form in reply.

The Law

5. The law is found in Section 13 of the Housing Act 1988 ('the 1988 Act'), which, insofar as is relevant to this application, provides:

(2) For the purpose of securing an increase in the rent under a tenancy to which this 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 [...]

6. The application was made before 1 May 2026 and therefore the applicable law is the 1988 Act as it stood prior to the amendments made by the Renters Rights Act 2025.

Facts Found

7. The Tribunal has been provided with an assured shorthold tenancy agreement dated 27 June 2017. The agreement is for a fixed term of six months beginning on 30 June 2017.
8. The initial rent of £1,395 is payable on the 30th of each month.
9. The Landlord's Notice of Increase specifies the date of the new rent to be 30 March 2026. The Notice of Increase is not dated.

Discussion and Reasons for the Decision

10. The Tribunal started by considering the preliminary issue of jurisdiction raised by the Tenant.
11. Section 13(2) of the 1988 Act sets out that, in order to secure an increase in rent, a Landlord may serve a Tenant with a Notice of Increase using the 'prescribed form', form 4.
12. At the date the notice was served (prior to 1 May 2026), a minimum of one month's notice of a rent increase was required.
13. Whilst the Landlord has served what is labelled as a form 4 notice, including the existing rent, new rent and the start date of the new rent, it is not dated. The Tenant submitted that they received less than the required one month's notice and the Landlord did not contest this.
14. Following the *Mooney v Whiteland* [2023] EWCA Civ 67 decision, the Tribunal takes the view that it cannot make a decision on the issue of the validity of a notice which is binding for all purposes. However, it is entitled to decide whether it is satisfied that it has jurisdiction.
15. In this case, the Tribunal is satisfied that the Landlord's Notice of Increase is invalid because it is not dated.
16. It follows that the application must be struck out under Rule 9(2)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, because the Tribunal does not have jurisdiction in relation to the proceedings or case or that part of them. The practical effect of the decision is that unless the Landlord seeks the authority of the County Court that the Notice is valid the Tribunal considers that the new rent proposed by the Landlord is not payable by the Tenant. However, this is ultimately a matter for the County Court to determine.

Name: Ms S Beckwith MRICS

Date: 13 July 2026

ANNEX - RIGHTS OF APPEAL

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), 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. Any appeal in respect of the Housing Act 1988 should be on a point of law.

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