

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BY/MNR/2026/0158
Property	502 Wellington Wharf, 4 Lightbody Street, Liverpool, L5 9AE
Tenant	Zainab McKenna and Andrew McKenna
Tenant's Representative	
Landlord	Torus62 Limited
Landlord's Address	4 Corporation Street, St Helens, Merseyside, WA9 1LD
Landlord's Representative	Brabners LLP
Date of Application	31 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr S Wanderer MRICS – Chair Ms J Chisholm
Date of Decision	8 July 2026

Decision

The Tribunal finds it does not have the necessary jurisdiction to consider the Application. Accordingly, the Tribunal strikes out the Application.

REASONS FOR THE DECISION

Background

1. On 10 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,420.04 per calendar month(pcm) in place of the existing rent of £1,355.00 pcm to take effect from 1 April 2026.
2. On 31 March 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 shorthold tenancy commenced on 3 December 2025 for a term of 12 months. The rental period is monthly.

Inspection/Hearing

4. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

Evidence

5. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

Directions

6. On 28 May 2026, a legal officer of the Tribunal issued a notice stating, inter alia, that:

2. The Tribunal is minded to strike out the application on the ground that the Tribunal does not appear to have jurisdiction in relation to the proceedings.

3. This is because, the tenancy agreement between the parties is that of an assured tenancy with a binding rent review clause (clauses 1.2 to 1.4.3). Clause 1.3.1 specifically reserves the right to increase the rent during the first 12 months of the tenancy which is the fixed term.

4. Therefore, section 13 of the Housing Act 1988 does not apply. Accordingly, the Tribunal do not have jurisdiction to make a market rent determination.

5. Either party may make written representations on the question of whether the application should be struck out

6. Any such representations must be made in writing to the Tribunal by no later than 05 June 2026...

7. The Tribunal will then re-consider the matter in the light of any representations received, on or after 08 June 2026, and may strike out the case without further notice, or give further directions, as appropriate.

7. Following the Tribunal's notice, no further representations were received from either party.

Rent Review Clause

8. Starting under the heading "Rent increases", the tenancy agreement states:

1.2 Rent increases

We may increase the rent by giving you four weeks' notice in writing. The notice will specify the new rent payable.

1.3 Rent variation date

1.3.1 The rent payable can be increased with effect from the first of April each year (this is called the "Rent Variation Date"). For the avoidance of doubt, the rent can be increased during the first 12 months of the tenancy.

1.3.2 We can change the Rent Variation Date by giving you four weeks' notice in writing.

1.3.3 We will not increase the rent more than once in any calendar year (January to December).

1.4 Rent formula

1.4.1 The new rent will be the amount in the notice that we give (under section 1.2 above). The increase in rent will not be more than the following method of calculation:

The increase in the Consumer Prices Index published by HMSO (CPI) plus 1% of the existing rent;

1.4.2 Increases in CPI will be the percentage by which the index has increased in the 12 months to September in the year before the year of the rent increase.

1.4.3 If CPI is not published or is materially changed in its calculation or definition (in respect of which our decision will be conclusive), we may stop using this index or use the nearest equivalent index (in its sole discretion).

The Law

9. Section 13(1)(b) of the Housing Act 1988 excludes from the Section 13 procedure – and, therefore, the Tribunal's jurisdiction – tenancies "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."

Determination

10. On the basis of the rent review provisions of the tenancy agreement, the Tribunal does not have jurisdiction to determine the market rent in relation to this tenancy.
11. The Tribunal, therefore, has no alternative but to strike out the application in accordance with Rule 9(2)(a) of the Tribunal Procedure (First-tier) Tribunal (Property Chamber) Rules 2013.

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.