



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

Case reference : **CAM/26UJ/MNR/2025/0779**

Property : **24 Woodland Road, Maple Cross
Rickmansworth, Hertfordshire,
WD3 9SU**

Applicants (Tenant) : **Kirstie Harvey and Chris Harvey**

Landlord : **Landfield Ltd**

Type of application : **Section 13 and 14 of the Housing
Act 1988 Determination of market
rent payable.**

Tribunal member(s) : **Mary Hardman FRICS IRRV(Hons)**

Date of Decision : **2 December 2025**

DECISION

This has been a hearing on the papers which has been consented to by the parties. The documents that I was referred to are in individual responses produced by the Applicant and the Respondent. I have noted the contents and my decision is below.

Background

1. On 27 October 2025 the Applicants, the Tenants of **24 Woodland Road, Maple Cross Rickmansworth, Hertfordshire, WD3 9SU** (The Property), made an Application (the Application) to the Tribunal referring a notice of increase in rent (the Notice) by the landlord of the Property under Section 13 of the Housing Act 1988.
2. The application form was accompanied by the tenancy agreement which under the heading 1.6 Term it states '*...the tenancy continues as a monthly contractual periodic until ended following either party giving notice...*'

3. The Tribunal acknowledged receipt of the Application and wrote to both parties on 30 October 2025. This was to indicate that the Tribunal's preliminary opinion was that it may not have jurisdiction to consider the matter because it appears that the tenancy agreement contains a binding provision, whereby the rent for a particular period will or may be greater than the rent for a previous period (i.e. a rent review mechanism). This provision is at paragraph 1.7.8 of the tenancy agreement.
4. The Tribunal considered that the preliminary jurisdiction issue could be decided on the basis of written representations and parties were invited to make such representations before 13 November 2025. Parties were informed that the Tribunal would concern itself solely with the question of whether it had jurisdiction to determine the application.
5. The Tribunal received an email from the tenant on 5 November 2025, explaining that they accept that clause 1.7.8 of the tenancy agreement provides a binding rent-review mechanism and that clause specifies that the rent will increase in line with CPI. They argue that as a result the landlord was not entitled to issue a Section 13 notice to increase the rent beyond that formula. They state that the only lawful increase under the tenancy is the CPI-linked adjustment. Whilst they accept the Tribunal may not have jurisdiction, they would like this matter noted and that the landlord be advised that the contractual CPI provision governs rent increases.
6. The Tribunal did not receive any representations from the landlord.

The Hearing

7. This hearing has been determined on the papers provided, as no request for a hearing was received by either party

The Law

8. The Tribunal must first determine that it has jurisdiction to hear the Application by reference to the validity of application, in order to go on to determine a rent under S14 of the Act.
9. The Tribunal gains its jurisdiction to deal with rent increases of assured periodic tenancies (eg week to week or month to month) from section 13(1) of the Housing Act 1988.

Section 13 (1) applies to

- (a) a statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part I 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**

Issues

10. The Tribunal explained to both parties that it would only deal with the question of jurisdiction at this stage. It would issue further directions in respect of the the market rent should it be satisfied that it had jurisdiction to determine that rent.

The Tribunal's Decision

11. Paragraph 1.7.8 of the tenancy agreement provides for the rent review clause. At 1.7.8.1 of the agreement it states 'if for any reason the Tenant remains in possession of the Property, or the lawful tenant of the Property, for more than 12 months, then the rent will increase once each year.
12. The Tribunal is of the opinion that, having reviewed the tenancy agreement this is not a statutory periodic tenancy, as the tenancy agreement sets out that it will continue after the end of the fixed term, and that, as set out at paragraph 9 above, the rent review clause comes within Section 13 (1) (b) .
13. The Tribunal therefore does not have jurisdiction to deal with the matter and the application is struck out.
14. The Tribunal appreciates the tenant's position that the landlord appears to be in breach of the clause in the tenancy agreement, but it does not have jurisdiction to determine whether the increase is therefore payable. The tenant may wish to seek their own legal advice on this, or to consult an organisation such as Shelter (www.shelter.org)

Mary Hardman FRICS IRRV(Hons)
Regional Surveyor

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), 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).