

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00FD/MNR/2026/0286
Property	8 St Marys Avenue, Barnetby, North Lincolnshire, DN38 6HU
Tenant	Gladys and Anthony Gowing
Tenant's Representative	
Landlord	Mark Moody
Landlord's Address	19 Victoria Road, Barnetby, North Lincolnshire, DN38 6HP
Landlord's Representative	
Date of Application	14 May 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	14 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 20 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £190.00 per week in place of the existing rent of £115.00 per week to take effect from 20 May 2026.
2. On 8 May 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 19 August 2008 for a term of three months. Thereafter, the tenancy agreement describes provides for 'a running monthly contract'.

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.

Submissions of Validity

6. Within the application form, the Tenant submitted that the Landlord's notice of increase was not valid on the basis (i) Anthony Gowing's name was mis-spelled "Antony" and (ii) an invalid start date was nominated for the proposed rent.
7. The Landlord accepted that Anthony had been mis-spelled, describing this as a small error. The Landlord did not address the question of the proposed rent start date.

The Law

8. Section 13 of the Housing Act 1988 sets out the process and requirements for a landlord's notice proposing a new rent. One of the requirements is that the starting date for the rent must be a new period of the tenancy.

9. In the case of *Mooney v Whiteland* [2023] EWCA Civ 67, it was confirmed that the Tribunal does not have the jurisdiction to determine whether a Notice of Increase is valid or not. That is a matter for the County Court. However, to establish the Tribunal's jurisdiction, the Tribunal considers that it can take a view on the validity of a Notice of Increase.

Determination

Mis-spelled Name

10. The Tenant challenges the validity of the Landlord's notice on the basis that the notice omits the letter H from Anthony Gowing's name. Applying the approach in *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] UKHL 19, the Tribunal is satisfied that a reasonable tenant would recognise "Antony" as a clerical slip and which would cause no difficulty in understanding the notice, so the notice is not invalid on that account.

Effective Date

11. In addition, the Tenant submits that the proposed increase date of Wednesday 20 May 2026 is not valid as the date the original tenancy commenced was a Tuesday.
12. The Tribunal noted that the original tenancy agreement is a single page document that does not appear to be professionally drafted and suffers from a lack of clarity. On the one hand, rent is payable weekly. On the other hand, the agreement says that after the initial three-month term, the tenancy would continue on a 'running monthly contract'. The starting date of the tenancy term is not stated explicitly, but the only signature on the document is dated 19 August 2008.
13. The Tribunal, therefore, considers that the initial tenancy ran for three months from 19 August 2008, after which, a periodic tenancy arose from 19 November 2008 and renewing monthly on the 19th of each month.
14. The Landlord's notice of increase proposes the new rent should take effect from 20 May 2026. Based on the previous paragraph, 20 May 2026 was not the beginning of a period of the tenancy meaning that the Landlord's notice does not, in the view of the Tribunal, accord with the requirements of the Housing Act 1988.
15. 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.