



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

Case reference : **LON/00AS/MNR/2026/0304**

Property : **61 York Avenue, Hayes, Middlesex, UB3
2TW**

Applicant : **1) Iulian Olaru
2) Sophie Olaru
3) Iuliana Olaru**

Representative : **In Person**

Respondent : **Zahid Khalid Biseem**

Representative : **Andrea Property Services**

Type of application : **Decision in relation to section 13 of the
Housing Act 1988**

**Tribunal
member(s)** : **Mr A Harris LLM FRICS
Mr M Lynch**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **20 July 2026**

DECISION

Decision:

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

This decision is made on the law applicable before the Renters Rights Act 2025 came into force on 1 May 2026.

Background:

1. The Respondent Landlord served a rent increase notice on the tenant under Form 4 dated 31 March 2026. The Notice specified the rent would increase from 1 May 2026 to £2100.00 per month. The notice stated that the first rent increase date after 11 February 2003 is 1 May 2026.
2. The tribunal received an application under section 13 of the Housing Act 1988 (The Act) on 30 April 2026 and therefore in time for the purposes of s13.

The tenancy

3. The tenancy was granted for a term of 12 months beginning on 1 December 2020 and expiring on 30 November 2021 and continuing thereafter from month to month until terminated by either party.

The law:

4. Section 13 of the Housing Act 1988 provides as follows: (emphasis added)

Increases of rent under assured periodic tenancies.

(1) This section 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.

5. The Court of Appeal considered the question of validity of a landlords notice in *Mooney v Whiteland* (Neutral Citation Number: [2023] EWCA Civ 67).
6. The Court held that the final decision on the validity of a notice was a matter for the County Court

48. That is not to say that a rent assessment committee may not sometimes need to take a view whether a notice is valid. If it considers that a notice is invalid, it may decline to proceed until the question has been determined by the court. Conversely, if it considers that a notice is valid and that objections are without substance, it may proceed to determine the appropriate rent, but its determination will not prevent a tenant from disputing the validity of the notice. In the present case, Miss Whiteland did not refer the notice to the local rent assessment committee. She therefore took the risk that the notice might be held to be valid, in which case the new rent of £100 per week would have taken effect pursuant to section 13(4). But her failure to refer the notice to the committee did not deprive the court of jurisdiction to determine the validity of the notice.

7. The tribunal takes the view that it cannot make a decision on the issue of the validity of the notice which is binding for all purposes. However, it is entitled to decide whether it is satisfied, on balance, that the legal and factual matrix forming the background to the application demonstrates that it has jurisdiction.
8. In *Leeds City Council v Broadley* [2016] EWCA Civ 1213, the Court of Appeal considered the nature of a tenancy contractually granted for a fixed period that provided for it to continue on a periodic basis. The court confirmed old authorities that, at common law, contractually granting a tenancy for a term certain (for example, six or 12 months) and then to continue periodically (for example, from month to month) creates a single tenancy. A grant in this hybrid form does not create two tenancies (a fixed-term tenancy followed by a second periodic tenancy). The court also confirmed that granting a hybrid tenancy was not invalid under the Law of Property Act 1925.

Evidence

This decision has been made on the basis of the tenant's application and forms MR2 and MR3 from the landlord and tenant respectively.

Decision

9. The tenancy was for a fixed term of one year and thereafter continuing on a month to month basis (See Paragraph 2 of the tenancy agreement). Further, the tenancy agreement contains a rent review mechanism at paragraph 10.2 under which the rent increases annually in line with the increase in the Retail Prices Index for the previous 12 months.
10. Applying the decision of the Court of Appeal in *Leeds City Council v Broadley* referred to above, the tenancy is a contractual periodic tenancy (and not a statutory periodic tenancy under s13(1)(a)) to which s13(1) (b) applies, but - due to the "binding" rent review provision at the aforesaid paragraph 10.2 - is not a periodic tenancy in respect of which Section 13 of the Housing Act 1988 applies.

11. The tribunal does not have jurisdiction to set a new rent.

Name: Mr A Harris

Date: 20 July 2026

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.

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