



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

Case Reference : **BIR/37UE/MNR/2026/0096**

Property : **37 Burton Road, Carlton, Nottingham,
NG4 3DQ**

Tenant : **Raunac Nipa Uddin**

Landlord : **Janine Crawford**

Landlord's agent : **Frank Innes Sales & Lettings**

Date of application : **16th April 2026**

Type of Application : **Determination of a Market Rent
Sections 13 & 14 of the Housing Act
1988**

Tribunal Members : **T W Jones FRICS
K Bentley**

Date of Decision : **22nd July 2026**

DECISION – THE APPLICATION IS STRUCK OUT

REASONS FOR THE DECISION

Background

1. On 5th March 2026 the Landlord served a Notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £720 per calendar month in place of the existing rent of £685 pcm to take effect from 30th April 2026.
2. On 16th April 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.
3. The property was let on a 12-month periodic assured tenancy starting 31st July 2023 incorporating the standard repairing obligations.
4. On 6th March 2025 the Landlord served a Notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £685 per calendar month in place of the existing rent of £650 pcm to take effect from 30th April 2025.
5. On 12 March 2025 the Landlord wrote to the Tenant (via their agent) stating *'it is now agreed that the rental amount shall increase to £685 per calendar month with effect from 30 July 2025'*.

Validity

6. It was the Tenant's submission that the 2026 Section 13 Notice to increase the rent was invalid as the notice stipulated a new rent start date within 52 weeks after the date on which the current rent took effect.
7. The Landlord's submission was that the Section 13 Notice was valid as the new rent start date fell after the 52-week period since the rent increase had merely been postponed as gesture of goodwill to the Tenant due to her indication, she was experiencing financial difficulties.

Decision

8. The ultimate authority for determining whether or not a Rent Increase Notice is valid is the County Court (see *Mooney v Whiteland* [2023] EWCA Civ 67) however the Tribunal must be satisfied on balance that the Notice is valid for its jurisdiction to be engaged.

9. The Tribunal is inclined to agree with the Tenant's point on validity as Section 13 Paragraph (3A) (b) of the Housing Act 1988 stipulates "in any other case, the date that falls 52 weeks after the date on which the increased rent took effect".
10. The Tribunal is therefore satisfied that the Notice is invalid and thus insufficient for its jurisdiction to be engaged.
11. For the reason given above, the application is struck out under Rule 9 (2) (a) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.



Chairman:

Date: 22nd July 2026

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.