

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON00AF/MNR/2026/0207
Property	208a High Street, Bromley, Kent BR1 1PW.
Tenant	Mr. Efdal Mehmet Miss. Serin Mehmet
Tenant's Representative	In person.
Landlord	Panther Investment Properties Limited
Landlord's Address	Unicorn House Station Close Potters Bar Herts EN6 1TL
Landlord's Representative	Lee-Anna Mayers.
Date of Application	16 April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Hamilton-Farey LLB FRICS. William Gibbs.
Date of Decision	1 June 2026
Rent Determined	No jurisdiction.

Date the new rent takes effect	Not applicable.
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REASONS FOR THE DECISION

Background

1. On 30 March 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1850 per calendar month in place of the existing rent of £1200 per calendar month to take effect from 31 May 2026.
2. On 16 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 of a market rent.
3. The assured tenancy commenced on 31 October 2017 for a term of 12 months The rental period is monthly.

Determination

4. Having considered the papers provided the tribunal finds that it does not have jurisdiction to determine the rent in this matter. This is because the tenancy agreement contains a rent review clause from which the parties could determine the rent.
5. The relevant clause is Clause 5.17, which states '***The landlord reserves the right to review the rent on a six-monthly basis and/or when the tenancy is renewed. The landlord may elect to increase the rent to bring it in line with the current market rent of similar properties in the area'.***
6. In reaching its determination the Tribunal relies on the following legislation and case law:
7. *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.

8. In the cases of ***Moat Homes Limited v Miss Michelle Carlos, and Longhurst Group v Mrs. Joan Gristwood and Mr. John Fovargue***, the Deputy Chamber President Martin Rodger, relied on the following rent increase provision as being sufficient to oust the jurisdiction of the First-Tier Tribunal.

Changes in net rent (a) The net rent payable under this agreement will be reviewed in April every year, regardless of when the tenancy started. (b) We may increase or decrease the rent by giving you four weeks' notice in writing. The notice will set out the proposed net rent and service charge."

9. The tribunal considers that Clause 5.17 is one where the parties could ascertain the rent payable, and the tribunal does not have jurisdiction.

Decision

10. Therefore, the Tribunal determines that it does not have jurisdiction to determine the market rent.

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.