

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AK/MNR/2026/0135
Property	66 Merryhills Drive, Oakwood, London EN2 7NZ.
Tenant	Mr. Cem Ozerk. Ms. Berna Ozerk.
Tenant's Representative	In person.
Landlord	Christopher Railton.
Landlord's Address	3a The Paddock Cramlington Northumberland NE23 6XR.
Landlord's Representative	Christopher Railton.
Date of Application	2 March 2026.
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms. A. Hamilton-Farey LLB, FRICS. Mr. W. Gibbs.
Date of Decision	1 June 2026
Decision	The tribunal does not have jurisdiction to determine the rent.

REASONS FOR THE DECISION

Background

1. On 6 February 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £4,200.00 per calendar month in place of the existing rent of £4,000 per calendar month to take effect from 12 March 2026.
2. On 2 March 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 13 June 2024.

Determination and Valuation

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 Custom Clause 9, which states '***the landlord agrees not to raise the rent above the average London rent increase for the previous 12 months as per data provided by the ONS***'. It is worth mentioning that the rent increase in the S.13 Notice is not above the average London rent increase as per the ONS.
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 Custom Clause 9, which as an individually negotiated clause, ie it is not part of the main agreement, had been agreed by the parties at the start of the tenancy. The Clause is clearly one where the parties could ascertain the rent payable, and therefore S.13 of the Housing Act 1988 does not apply and it is not necessary for the landlord to serve a S.13 Notice to increase the rent.

Decision

10. The tribunal does not have jurisdiction to determine the 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.