

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BB/MRA/2026/0049.
Property	57 Liner House, Royal Wharf, London E16 2SJ.
Tenant	Israel Oluwakayode Odumesi Pauline Parfaite.
Tenant's Representative	In person.
Landlord	Lu Yan Ng
Landlord's Address	Sierra Quebec Bravo, 77 Marsh Wall Canary Wharf, London E14. 9SH.
Landlord's Representative	Ernest Brooks Intl Ltd. Fao: Jorja Grumley.
Date Application Received	23 June 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. Adam Spielman.
Date of Decision	27 July 2026.
Rent Determined	Non-determination. Rent remains at £2,700.00 per calendar month.
Date the new rent takes effect	N/a

REASONS FOR THE DECISION

Background

1. The applicant tenant occupies the subject property on a tenancy dating from April 2025 for a fixed term of two years. The rent passing for the two-year period was £2,700.00 per calendar month. The property is a first floor flat comprising two bedrooms, two bathrooms, living room and kitchen. The property was let unfurnished
2. On 6 May 2026 the Landlord served a Notice of Increase under S.13(2) of the Housing Act 1988, proposing a new rent of £2,760.00 in place of the existing rent of £2,700.00 per calendar month, with effect from 11 July 2026. It appears that the landlord had served an earlier S.13(2) Notice on 9 March 2026, proposing a rent of £2,781.00 from 8 May 2026.
3. The tenant made an application under Section 13(4)(a) of the Housing Act 1988, referring both Notices to the tribunal and queried validity of the second notice. The tenant said that they had taken the tenancy on the basis that the rent was fixed for two years and their financial commitments were based on this premise. They said that increasing the rent would be a financial burden to them.
4. Neither party requested a hearing or inspection.
5. The tribunal has considered the notices. On 1 May 2026, the Renters' Rights Act 2026 came into effect. That Act converted all fixed term tenancies to periodic ones so that there is no longer an end date to a tenancy, and it has not been possible to create a fixed-term tenancy since that date. However, although the tenancy has become periodic, the tribunal does not consider that the Act affects the rent payments under the original fixed term. In our view there was a contractual agreement that the tenant would pay £2,700 per month for 24 months. The tenancy agreement contained a rent schedule that confirmed the monthly payments.

6. The landlord relies on the break clause in the agreement and says that the term was only for 12-months. The tribunal disagrees. We have no evidence that the break clause was initiated by either the landlord or tenant, and therefore we consider the contractual rental agreement to be valid.
7. The tribunal has no jurisdiction to determine the rent under the first notice because the landlord would not be able to increase the rent during the contractual agreement. In addition, the landlord is not able to increase the rent until the end of that 24-month period, and therefore in our view the second Notice of Increase is invalid.
8. Finally, the tribunal is not able to consider the tenant's request to reduce the rent. The tenant agreed the rental payments in the same way that the landlord did, and therefore is bound by the agreement.

Determination

9. The tribunal has no jurisdiction to determine the rent under the first notice, and the second S.13 Notice is invalid. The rent remains at £2,700.00 until the end of the original contractual term.

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.