



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/29UN/MNR/2026/0173
Property	:	1a Norfolk Road, Cliftonville, Margate, Kent, CT9 2HU
Tenant	:	Holly Farley Matthew Farley
Tenant's Representative	:	
Landlord	:	Hodges & Andrews Ltd
Landlord's Address	:	1-11 Harold Road, Cliftonville, Margate, Kent, CT9 2HU
Landlord's Representative	:	
Type of Application	:	Section 13 Housing Act 1988 – determination of market rent
Tribunal Members	:	Tribunal Judge Bowden Tribunal Member Mr C Davies FRICS
Date of Decision	:	31 July 2026
Rent Determined	:	n/a
Date the new rent takes effect	:	n/a

REASONS FOR THE DECISION

Background

1. On 17 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £800 in place of the existing rent of £640 pcm to take effect from 01 June 2026.
2. On 30 May 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 Tenant's referral was received by the Tribunal on 30 May 2026.
4. The assured shorthold tenancy commenced on 15 August 2017 for a term of 6 months, i.e 15 August 2017-14 February 2018. The rental period is monthly. The tenancy has continued as a rolling periodic tenancy.
5. On 12 November 2021, the Landlord served notice of a rent increase, and the rent increased at that time from £550 pcm to £640 pcm. The start date of the new rent was 05 January 2022.

The Law - Jurisdiction

6. The Tribunal directs itself that:
 - a. The Landlord may serve a notice on the tenant in the prescribed form proposing a new rent. Section 13(2), Housing Act 1988.
 - b. The proposed new rent must start at the beginning of a period of the tenancy. Section 13(2), Housing Act 1988.
 - c. The new rent is to take effect not earlier than the minimum period after the date of service of the notice. Section 13(2)(a), Housing Act 1988.
 - d. The starting date for the proposed new rent must not be earlier than 52 weeks after the date on which the rent was last increased using this statutory notice procedure or, if the tenancy is new, the date on which it started, **unless** that would result in an increase date falling one week or more before the anniversary of the date in paragraph 3 of the notice, in which case the starting date must not be earlier than 53 weeks from the date on which the rent was last increased. Section 13(2)(b), Housing Act 1988.
 - e. The minimum period is six months in the case of a yearly tenancy; one month in the case of a tenancy where the period is less than a month; and in any other case, a period equal to the period of the tenancy. Section 13(3), Housing Act 1988.

- f. A notice must be in the prescribed form or a form substantially to the same effect, such that it serves its statutory purpose, notwithstanding any errors or omissions: Ravenseft Properties Ltd v Hall [2001] EWCA Civ 2034; [2002] HLR 33.
- g. The question for the Tribunal is whether, read in its context, the notice was sufficiently clear to leave a reasonable recipient in no reasonable doubt as to its terms: Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd [1997] AC 749.
- h. In Atesheva v Halifax Management Ltd the Upper Tribunal [2024] UKUT 314 (LC) [2024] 10 WLUK 121 stated that any court or tribunal is entitled to satisfy itself that it has jurisdiction in a matter brought before it. The FTT may therefore decide for itself whether a notice is valid and whether it has jurisdiction to determine a rent; and its decision may be the subject of an appeal to this Tribunal. But a decision by the FTT (or by this Tribunal) that the FTT does or does not have jurisdiction will not bind the parties and the same question could be raised again in the County Court.

The Law – Valuation

- 7. Section 14 of the 1988 Act sets out the valuation principles to be adopted by the Tribunal when determining the rent.

14 – (1) Where, under subsection (4)(a) of section 13 above, a tenant refers to a FTT a notice under subsection (2) of that section, the tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the tribunal considers that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy – _

- (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;*
- (b) which begins at the beginning of the new period specified in the notice;*
- (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and*
- (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.*

(2) In making a determination under this section, there shall be disregarded –

- (a) *any effect on the rent attributable to the granting of a tenancy to a sitting tenant,*
- (b) *any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement –*
 - (i) *was carried out otherwise than in pursuance of an obligation to his immediate landlord, or*
 - (ii) *was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and*
- (c) *any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.*

The validity of the rent increase notice is challenged

8. The Tenants say:

My husband and myself have a joint tenancy agreement but only I have been put on the notice and the dates are wrong as we pay rent on the 5th of every month and I can prove this with bank statements, but he has put the 1st of the month. The address is also inconsistent on all documentation. I will attach the last rent increase notice from 2021 to prove joint tenancy and date of payment and the incorrect address

9. Challenging on the following ground

- a. Missing tenant from the notice
- b. The effective date is wrong, as rent is paid by the tenant on 05th of the month
- c. The address is inconsistent. Address on the notice is **Flat 1A, 1 Norfolk Road**, Cliftonville, Margate, Kent CT9 2HU

10. The Landlord says:

- a. The address is wrong, but the same property is identifiable, the correct address being **Flat A, 1 Norfolk Road**, Cliftonville, Margate, Kent CT9 2HY.

- b. With regards to the lease, this date was the date of the previous lease; a new lease was issued dated 15 August 2017 because Holly requested her partner's name be included in the lease (they have since married).

Consideration

Missing tenant from the notice

- 11. Mr Farley is not named on the notice; there is no evidence that he was sent a separate notice. The Landlord has no evidence that it served notice on Mr Farley. There are two tenants on the agreement, and the Landlord has failed to give them notice.

Effective date incorrect

- 12. The effective date is based on the tenancy in place; the rolling periodic tenancy in place stems from the tenancy agreement dated 15 August 2017. A new tenancy agreement was entered into on 15 August 2017 for a term of 6 months i.e 15 August 2017-14 February 2018. After the fixed term, there has been a monthly rolling tenancy in place, i.e from the 15th of each month to the 14th of each month.
- 13. The new lease dated 15 August 2017 replaced the previous agreement, so the fact that the previous agreement had an effective date that was the 1st of each month is irrelevant, as that tenancy agreement has been replaced.
- 14. The fact that the tenant believes the effective date should be the 5th of each month because that is when the rent is paid is also irrelevant.
- 15. The landlord admits in the MR2 that the new lease date was 15 August 2017.
- 16. The Tribunal determines that the effective date on the landlord's notice is incorrect. The proposed start date of 1 June 2026 was not the first day of a tenancy period.

Address wrong

- 17. This is an obvious error and not one that on its own would invalidate the notice because if the only error was the address:
 - a. the notice serves its statutory purpose, notwithstanding any errors or omissions, and
 - b. reading the notice in its context, the notice was sufficiently clear to leave a reasonable recipient in no reasonable doubt as to its terms, i.e. that the property being referred to was the Property.

Decision

18. The Tribunal has considered whether the notice, in light of the errors
 - a. serves its statutory purpose, notwithstanding any errors or omissions; and
 - b. was sufficiently clear to leave a reasonable recipient in no reasonable doubt as to its terms.
19. The Tribunal found:
 - a. that the failure to include Mr Farley on the notice means that the notice does not serve its statutory purpose, as Mr Farley was not given the written notice he is entitled to.
 - b. The incorrect effective date meant that the notice was not sufficiently clear to leave a reasonable recipient in no reasonable doubt as to its terms.
20. Therefore, the Tribunal makes no determination of the market rent as there is no valid notice in the prescribed form proposing a new rent.
21. This decision will not bind the parties, and the same question can be raised at the County Court.

Name: Tribunal Judge Bowden

Date: 31 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.

