



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

|                                       |   |                                                            |
|---------------------------------------|---|------------------------------------------------------------|
| <b>Case Reference</b>                 | : | HAV/45UG/MNR/2026/0179                                     |
| <b>Property</b>                       | : | Neylands Farm, Grinstead Lane, East Grinstead, RH19 4HP    |
| <b>Tenant</b>                         | : | Philippe Decap<br>Naomi Decap                              |
| <b>Tenant's Representative</b>        | : |                                                            |
| <b>Landlord</b>                       | : | Anthony Arbuthnot Watkins Grubb                            |
| <b>Landlord's Address</b>             | : | Mayes House, Grinstead lane, East Grinstead, RH19 4HP      |
| <b>Landlord's Representative</b>      | : |                                                            |
| <b>Type of Application</b>            | : | Section 13 Housing Act 1988 – determination of market rent |
| <b>Tribunal Members</b>               | : | Tribunal Judge Bowden<br>Tribunal Member Mr C Davies FRICS |
| <b>Date of Decision</b>               | : | 31 July 2026                                               |
| <b>Rent Determined</b>                | : | n/a                                                        |
| <b>Date the new rent takes effect</b> | : | n/a                                                        |

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**REASONS FOR THE DECISION**

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**Background**

1. On 30 April 2026, the Landlord purported to serve a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,170 in place of the existing rent of £1,475 pcm to take effect from 01 June 2026.
2. On 31 May 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's purported 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 31 May 2026.
4. The assured shorthold tenancy commenced on 13 April 2016 for a term of 12 months. The rental period is monthly. The tenancy has continued as a rolling periodic tenancy.

### **The Law - Jurisdiction**

5. 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.

### **Challenge to the validity of the Landlord's purported notice**

6. The Tenants state in their MR1 that the notice is not valid for three reasons:
  - a. It is not on the prescribed form and may not include all the details
  - b. The new rent effective date is not the beginning of a period of the tenancy – the relevant date is the 13<sup>th</sup> of the month.
  - c. The email address for the Landlord is wrong.
7. The Landlord states in their MR2:
  - a. The Form 4 served contains all prescribed statutory information required by law. The Housing Act requires the content to be prescribed, not the exact formatting.
  - b. The effective date complies with the statutory minimum notice period.
  - c. A typographical error in a covering letter does not invalidate a statutory notice.

### **Agreement of rent**

8. The Landlord in his MR2 states:

*The tenants contacted AMH via WhatsApp with a counter? (sic) offer of £1,725 per month. AMH responded promptly and accepted the £1,725 figure on behalf of the landlord, subject to formal written confirmation. AMH informed the tenants that the paperwork was being prepared.*
9. There is an email from the Tenants to the Landlord dated 15 May 2026 included with the Tenants' MR3; it states:

*4. Our counter-offer*

*However, we would really want to continue our tenancy and maintain our positive relationship.*

To that end, we propose the following:

- New rent: **£1,725 per month** (an increase of £250)
- Future increases: We will accept further yearly increase as per Market

*recommendations once the essential repairs have been completed This proposal reflects both current market realities and the property's condition, while also allowing us to absorb increases in line with salary growth.*

10. There is an email dated 24 May 2026 from the Landlord's agent included with the Tenants' MR3 it states:

*I note, that you have suggested an alternative figure of £1,725. with future rent increases in line with improvements to the property. We have taken this into consideration as part of the revised rental review and after consideration your counter offer of £1725 per calendar month falls low in relation to the market but we will accept an interim amount of £1,725. for an agreed fixed period.*

11. The Tenants in their MR 3 State:

*... response mentioned that they had considered our offer, and it felt low in the relation to the market, but they will accept an interim amount of £1725 for an agreed fixed period... The response was quite vague and seemed to have conditions that were not detailed...*

12. Under section 13(4) of the Housing Act 1988 it states:

*(4) Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice,—*

*(a) the tenant applies to the appropriate tribunal under section 14(A3); or*

*(b) the landlord and the tenant agree on a new rent which is lower than that proposed in the notice or agree that the rent should not be varied.*

## **Consideration**

### *Prescribed Form*

13. Section 13(2) states that the landlord may serve on the tenant a notice in the prescribed form. The notice served was not in the prescribed form.

The Landlord says that the notice he served had all prescribed statutory information required by law and the Housing Act requires the content to be prescribed, not the exact formatting.

14. Form 4 at the top says:

*The notes over the page give guidance to both landlords and tenants about this notice.*

15. Form 4 para 4 says:

*4 The starting date for the new rent will be  
(see notes 14 to 18 over the page)*

16. Notes 14 – 18 give clear and detailed guidance on When the proposed new rent can start, and highlights that the date in paragraph 4 of the notice must comply with the three requirements of Section 13(2) of the Housing Act 1988, as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003. The guidance then explains the three requirements.

17. The landlord's purported notice form says:

*I give you notice that I propose to increase the rent for the dwelling-house let to you under an assured tenancy or an assured agricultural occupancy.*

***This is not the prescribed form.***

18. The Landlord's purported notice says:

*6. Your rights If you do not agree that the proposed new rent is reasonable, you may refer this notice to the First-tier Tribunal (Property Chamber) before the date specified in paragraph 5. The tribunal can decide what rent should be payable for the dwelling-house. If you wish to refer this notice to the tribunal, you must do so before the date in paragraph 5. You can obtain the necessary forms and guidance from: <https://www.gov.uk/housing-tribunals>.*

***This is not the prescribed statutory information. This single paragraph does not replicate the guidance given in the prescribed form guidance notes***

19. The Landlord's purported notice does include:

a. correct names, present rent, proposed rent and effective date.

20. The Landlord's purported notice does not include:

- a. the Tenant's address in the address section, or the section on 'The first rent increase date after 11th February 2003'.
- b. the two pages of guidance notes appended to the back of the prescribed notice

*Incorrect effective date*

21. The tenancy agreement is dated 13 April 2016, and the term specified as 13/04/2016-12/04/2017.
22. The monthly rental payment is to be made on or before the 13<sup>th</sup> of each month.
23. The effective date in the notice is 01 June 2026.

*Incorrect email address*

24. This is an obvious error and not one that on its own would invalidate the notice.

*Agreed rent*

25. Under section 13(4), the notice of increase of rent shall take effect unless an application is made or the landlord and the tenant agree on a rent that is lower than the rent proposed in the notice.
26. The Tribunal observes that the communication between the parties, where the tenant made a counteroffer, and the Landlord in his MR2 states that the counteroffer was accepted, subject to formal written confirmation, could mean that the notice of increase of rent (if valid) cannot take effect because the Landlord and the Tenant agreed on a rent that is lower than the rent proposed in the notice.
27. The Tribunal makes no determination on this matter; it is a matter for the parties and/or the County Court.

**Decision**

28. The Tribunal has considered whether the notice, in light of the differences between the prescribed form and the notice served by the Landlord, was sufficiently clear to leave a reasonable recipient in no reasonable doubt as to its terms.
29. The Tribunal determines that the purported notice is not valid as it does not comply with the requirements of the prescribed form and the purported notice is not substantially to the same effect; a reasonable recipient would have reasonable doubt as to its terms because:

- a. The reference to a tenancy under either an assured tenancy or an assured agricultural occupancy is confusing
  - b. The missing information about the first rent increase date after 11th February 2003, would mean a tenant could not ascertain whether the Landlord could increase the rent.
  - c. The guidance provided was not adequately detailed or clear.
30. The Tribunal determines that the effective date on the Landlord's purported notice is incorrect. As the periodic tenancy runs from the 13th day of each month to the 12th day of the following month, 1 June 2026 was not the beginning of a tenancy period and could not be used as the effective date of a Section 13 notice. Even if the form of the Landlord's purported notice was valid, the incorrect effective date would invalidate the notice in any event.
31. Therefore, the Tribunal makes no determination of the market rent as there is no valid notice in the prescribed form proposing a new rent.
32. 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.