

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00MD/MNR/2026/0076
Property	51 Willoughby Road Langley Slough England SL3 8JH
Tenants	Mr Mohammed Chaudry and Mrs Afras Chaudry
Tenant's Representative	None
Landlord	Mr Palwinder Singh Gill
Landlord's Address	72 Stoke Road Slough Berkshire SL2 5AP
Landlord's Representative	Livin Estates Limited
Date of Application	7th April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	I R Perry FRICS Ms S Johnson
Date of Decision	22nd June 2026
Rent Determined	Application is struck out
Date the new rent takes effect	Not applicable

REASONS FOR THE DECISION

Background

1. On 16th March 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,250 per calendar month (“pcm”) in place of the existing rent of £1,800 pcm.
2. 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 most recent tenancy agreement commenced on 20th August 2024.

Allocation of Repairs between Landlord and Tenant.

4. The Landlord is responsible for repairs.

The Property

5. The Property is stated to be a terraced house with accommodation including a living room, kitchen, 3 bedrooms and bathroom. There is a small garden.

Evidence

6. The Tenants provided an application form for a market rent determination with supporting documents and photographs. The Landlord provided a landlord’s reply form 1A for market rent decision and the Tenant also submitted a reply to that form.

The Tenant.

7. In their application form to the Tribunal Mr Chaudry states that “the notice is not legally sent as he sent only form 4 front page and nothing else with it where more guidance should be given so that I could challenge this. The agent sent the same form 4 page and he just sent the same thing just changed the number and signed himself and sent it through letter box, it not legally sent and does not make sense for this increase for a property that values lower plus the conditions of the house”.
8. The Tenant provided the front page of the Landlord’s Notice with their application form to the Tribunal.

The Landlord

9. In his response to the Application the Landlord states that the Notice was sent in the post and submits a copy as Annex 5. Annex 5 is a receipt from the Post Office dated 16th March 2026.

Determination

10. To secure an increase in the rent under a tenancy Section 13 of the Housing Act 1988 requires a landlord to serve on the tenant a notice in the prescribed form. This form includes a front page detailing the amount of rent presently payable, the new rent and the date that a new rent is to commence. The prescribed form requires not only the front page but the accompanying statutory notes, which form part of the notice and must be provided to the tenant.
11. In this case, despite the evidence given by the Tenant which should have alerted him, the Landlord has not demonstrated that a valid notice has been served on the Tenant. While the Landlord relies on evidence of posting, that does not establish that the complete prescribed notice, including the required accompanying information, was served. The Tribunal must first be satisfied that a valid notice has been served before it has jurisdiction to determine the market rent.
12. The Tribunal concludes that no proper notice has been served and therefore strikes out the application.
13. The Landlord is at liberty to serve a fresh Section 13 Notice.

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.