

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BU/MNR/2026/0230
Property	20 Great Oak Drive, Altrincham, WA15 8UH
Tenants	Siu Fong NIP and Shing Fung NG
Tenant's Representative	
Landlord	Frankie King Wai Leung
Landlord's Address	24 St Lawrence Quay, Salford, Manchester, M50 3XT
Landlord's Representative	
Date of Application	28 April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr S Wanderer MRICS – Chair Ms J Chisholm
Date of Decision	24 June 2026

Decision

The Tribunal finds it does not have the necessary jurisdiction to consider the Application. Accordingly, the Tribunal strikes out the Application.

REASONS FOR THE DECISION

Background

1. On 22 April 2026, the Landlord's agent purported to serve a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,400.00 per calendar month(pcm) in place of the existing rent of £1,350.00 pcm to take effect from 15 June 2026.
2. On 24 April 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured shorthold tenancy commenced on 15 May 2025 for a term of 12 months. The rental period is monthly.

Inspection/Hearing

4. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

Evidence

5. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

Service provisions of the tenancy agreement.

6. Under clause 9 of the final section of the tenancy agreement, the Landlord covenants that: *"If we need to serve any notice on you, including any notice which the law tells us we must give, we will deliver it by hand or send it to you by first class post to the property address."*

Service of the Landlord's Notice of Increase.

7. The Tenants in their Application submit that the Landlord's Notice of Increase was not validly served as it was sent exclusively by email, and not, therefore, in accordance with the service provisions of the tenancy agreement.
8. The Landlord did contest, as a factual matter, that the Notice of Increase was served by email. No submissions were made by the Landlord regarding this issue.

Determination

9. The tenancy agreement unequivocally defines the acceptable modes of service for notices. Service by email is not provided for. It follows that the Landlord's Notice of Increase was not validly served.
10. The Tribunal, therefore, has no alternative but to strike out the application in accordance with Rule 9(2)(a) of the Tribunal Procedure (First-tier) Tribunal (Property Chamber) Rules 2013.

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.