



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

|                            |          |                                                  |
|----------------------------|----------|--------------------------------------------------|
| <b>Case Reference</b>      | <b>:</b> | <b>LON/00BE/MNR/2026/0168</b>                    |
| <b>Property</b>            | <b>:</b> | <b>103 Great Brownings, London,<br/>SE21 7HR</b> |
| <b>Tenant</b>              | <b>:</b> | <b>Stephen Conrad &amp; Kris Gavin</b>           |
| <b>Landlord</b>            | <b>:</b> | <b>James Moon</b>                                |
| <b>Type of Application</b> | <b>:</b> | <b>Section 13 Housing Act 1988</b>               |
| <b>Tribunal Members</b>    | <b>:</b> | <b>Ms S Beckwith MRICS<br/>Mr A Spielman</b>     |
| <b>Date of Decision</b>    | <b>:</b> | <b>17 June 2026</b>                              |

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**DECISION**

The Tribunal does not have jurisdiction to determine this application for the reasons stated below.

It follows that the application must be struck out under Rule 9(2)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, because the Tribunal does not have jurisdiction in relation to the proceedings or case or that part of them.

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## REASONS

### The Application

1. The Tribunal received an application from the Tenant, Stephen Conrad, dated 26 March 2026. The application was received by the Tribunal on 26 March 2026.
2. The application referred a Landlord's Notice of Increase that was in relation to 103 Great Brownings, London, SE21 7HR (the Property). The Notice of Increase was dated 19 February 2026 and proposed to increase the rent of the Property from £2,000 per month to £2,250 per month with effect from 30 March 2026.
3. The Tenant's application set out their substantive case and raised the issue of the validity of the Landlord's Notice of Increase on the basis that the tenancy agreement contained a rent review provision.
4. The Landlord did not return the MR2 form in reply.

### The Law

5. The law is found in Section 13 of the Housing Act 1988 ('the 1988 Act'), which, insofar as is relevant to this application, provides:

*(1) This section applies to—*

*[...]*

*(b) any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on the tenant, under which the rent for a particular period of the tenancy will or may be greater than the rent for an earlier period.*

6. The notice was served before 1 May 2026 and therefore the applicable law is the 1988 Act as it stood prior to the amendments made by the Renters Rights Act 2025.

### Facts Found

7. The Tribunal has been provided with an assured shorthold tenancy agreement dated 29 June 2022. Clause 2 of the agreement defines the Term as follows:

*The Tenancy shall be from and including the 30<sup>th</sup> day of June 2022 ("the Commencement Date") to and including the 29<sup>th</sup> day*

*of June 2024 and thereafter from month to month and until terminated by either party serving a notice on the other in accordance with this Agreement (“the Expiration Date”), “the Term”.*

8. The initial rent of £2,000 is payable on the 30<sup>th</sup> of each month.

9. Clause 10.2 of the tenancy agreement states:

*10.2.1 It is agreed that the rent as defined in this Agreement will be reviewed on the anniversary of this Tenancy and upon each subsequent anniversary in line with the changes in the Retail Price Index (RPI) for the previous 12 months and the rent varied accordingly either by way of an upward or downward adjustment.*

10. The Landlord’s Notice of Increase is dated 19 February 2026. It specifies the date of the new rent to be 30 March 2026.

### **Discussion and Reasons for the Decision**

11. The Tribunal started by considering the preliminary issue of jurisdiction raised by the Tenant.

12. Following the fixed term ending on 29 June 2024, the tenancy specifies that it continues from month to month and is therefore a contractual periodic tenancy. At the date of the service of the Landlord’s Notice of Increase, the provisions of Section 13(1)(b) of the 1988 Act applied.

13. The Tribunal finds that the Tenancy Agreement contains a binding rent review provision whereby there is a mechanism for the Landlord to set the rent. Section 13(1)(b) of the 1988 Act is clear that the provisions in Section 13 do not apply to periodic assured tenancies if there is a binding rent review clause.

14. It follows that the application must be struck out under Rule 9(2)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, because the Tribunal does not have jurisdiction in relation to the proceedings or case or that part of them.

Name: Ms S Beckwith MRICS

Date: 17 June 2026

## **ANNEX - RIGHTS OF APPEAL**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking. Any appeal in respect of the Housing Act 1988 should be on a point of law.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).