



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

Case Reference : **LON/00BB/MNR/2026/0239**

Property : **63 Benson Avenue, East Ham,
London E6 3EE**

Tenant : **Christopher Dickson**

Representative : **None**

Landlord : **Chris Symeon & Paul Denton**

Representative : **Winkworth Letting Agents**

Type of Application : **Assessment of Market Rent
sections 13 & 14 Housing Act 1988**

Tribunal Members : **Mr D Jagger MRICS
Mr S Dhanani**

Date of Determination : **29 May 2026**

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.

REASONS

1. On the 6 November 2020 the Landlord granted the Tenant an assured tenancy for 63 Benson Avenue, East Ham, London E6 3EE for a term of 12 months at a rent of £1,795. Therefore, this is a Monthly Assured Periodic Tenancy.
2. Section 13 of the Housing Act 1988 Act provides for increases of rent under assured periodic tenancies. By section 13(2), the landlord must serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy providing a minimum period of notice.
3. Based on the papers received the Landlord served a Notice of Increase in the prescribed form. The Notice purported to increase the rent from £2,050 to £2,650 per month, being an increase of £600 per month. “The starting date for the new rent will be **6 April 2026**” and the notice was dated 12 February 2026.
4. By an application dated **2 April 2026**, the Applicant Tenant referred the Notice to this Tribunal.

Inspection/Hearing

5. The parties did not request a hearing or inspection.
6. The Tribunal has therefore, considered this case on the basis of the papers, together with the papers provided by the parties, Rightmove, and its own knowledge and specialist expertise.

The preliminary issue

7. The First question for the Tribunal is **Does it have jurisdiction to consider the application**
8. There is an error in the proposed notice of increase. The tenancy agreement contains a binding rent review provision whereby the rent for a particular period will or may be greater than the rent for a previous period (i.e. a rent review mechanism). This provision is at page 5 Rent Review.
9. *It is agreed that the Rent shall be reviewed annually or at the end of the contract term or at the point of renewal. The Rent shall increase in line with a percentage equal to the percentage in the most recently published RPI (All Items) figure at the time of the review. The rent review shall be upwards only and subject to a negotiated increase along the lines of a minimum of 5% and a maximum of 10%.*

10. **It follows, that if the Landlord wishes to increase the rent he must adhere to the strict rent review mechanism set out in Rent Review clause of the agreement.**
11. The most recent case is *Moat Homes Limited & Ors v Carlo & Ors [2024] UKUT 415 (LC)*, All three cases were heard together by the Upper Tribunal. In all three cases in *Moat* the rent review clause set out the process for increasing the rent but with no explanation of how the level of rent should be set, fixed or otherwise. The Upper Tribunal determined these were contractual rent review clauses “and the effect of its inclusion is to oust the jurisdiction of the FtT to determine a new rent under section 14”.
12. In this case, the Tribunal finds that the periodic tenancy agreement contains a rent review clause binding on the parties. As such, the Tribunal does not, on balance, have jurisdiction to determine the application.
13. On 1 February 2023, the Court of Appeal gave judgment in *Mooney v Whiteland*, [2023] EWCA Civ 167. The Court held that a First-tier Tribunal has no jurisdiction to determine the validity of a Notice of Increase. This is rather a matter for the County Court pursuant to section 40 of the County Court Act. Males LJ made the following observation (at [48]):
- "That is not to say that a rent assessment committee may not sometimes need to take a view whether a notice is valid. If it considers that a notice is invalid, it may decline to proceed until the question has been determined by the court. Conversely, if it considers that a notice is valid and that objections are without substance, it may proceed to determine the appropriate rent, but its determination will not prevent a tenant from disputing the validity of the notice."
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. The practical effect of the decision is that unless the Landlord seeks the authority of the County Court that the Notice is valid, the Tribunal considers that the new rent proposed by the Landlord is not payable by the Tenant. However, this is ultimately a matter for the County Court to determine. Alternatively, it is always open to the Landlord to serve a further Notice of Increase based upon the rent review clause in the agreement.

Name: Duncan Jagger MRICS

Date: 29 May 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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. Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.