



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

Case Reference : **BIR/00CR/MRA/2026/0026**

Property : **Studio 2, 94 High Street Brierly Hill
DY5 3AP**

Applicant : **Luke Brettell**

Representative : **None**

Respondent : **Crosby Management Training Limited**

Representative : **Ian Perks**

Type of Application : **Determination of an Open-Market Rent
ss 13 & 14 of the Housing Act 1988**

Date of Application : **5 July 2026**

Date of Determination : **11 August 2026**

Tribunal Members : **Judge P.J.Ellis.
Tribunal Member Ms J Rossiter MRICS**

**Date and Venue of
Determination** : **Paper**

DECISION

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The notice of a proposed increase in rent is invalid accordingly, the Tribunal has no jurisdiction in relation to these proceedings and strikes out this application

REASONS FOR THE DECISION

Background

1. On 12 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £430.00 per calendar month(pcm) in place of the existing rent of £373.00 pcm to take effect from 13 July 2026.
2. On 5 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 26 April 2016. The rental period is monthly.

Validity Of Notice

4. The Notice Proposing a New Rent Form 4A stated the starting date of the new rent would be 13 July 2026. The lease between the parties made on 26 April 2016 between Crosby Management Training and the Applicant provided "*£373.00 must be paid every month in advance on or before the payment date, the Twenty Sixth day of the month*".
5. Section 13(2) Housing Act 1988 provides.
"For the purpose of securing an increase in the rent under a tenancy to which this section applies, the landlord may 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 specified in the notice,".
6. Note A to Form4A prescribes when the proposed new rent can start. Note A1 to provides "*The date in question 4.6 of this notice must meet*

the three requirements below. These requirements are set out in section 13(2) of the Housing Act 1988, as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003 and the Renters' Rights Act 2025.”

7. Note A4 provides *“Third requirement: in all cases, the new rent must start at the beginning of a tenancy period. First example: if a monthly tenancy starts on the 20th of April, the new rent must start on the 20th day of the month when the increase begins. Second example: if a weekly tenancy started on a Monday, the new rent must begin on a Monday.*
8. Paragraph 4.6 of Form 4A gave as the starting date for the new rent as 13 July 2026 which is not the beginning of a new period of the tenancy. The notice is invalid and of no effect to increase the rent.
9. Rule 9(2)(a) The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules (the Procedure Rule) 2013 provides that *“the Tribunal must strike out the whole or part of the proceedings or case if the Tribunal does not have jurisdiction in relation to the proceedings or case or part of them.”*
10. The notice of a proposed increase in rent is invalid accordingly, the Tribunal has no jurisdiction in relation to these proceedings and strikes out this application

Appeal

11. 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.