



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

Case Reference	:	LON/00BE/MNR/2026/0391
Property	:	42 Acanthus Drive, London SE1 5HJ
Applicant	:	Samantha Wilkinson (Tenant)
Representative	:	None
Respondent	:	BMR St James 4 Ltd. (Landlord)
Representative	:	Freshview Estates (Agent)
Type of Application	:	Section 13(4) Housing Act 1988
Tribunal Members	:	N. Martindale FRICS M. Lynch
Date and venue of Hearing	:	7 August 2026 First Tier Tribunal HMCTS 10 Alfred Place London WC1E 7LR
Date of Decision	:	7 August 2026

REASONS FOR DECISION

Background

- 1 The First Tier Tribunal Property Chamber, received an application dated 28 May 2026 on the online Form MR1, from the tenant. The application was for determination of a new rent of the Property under S.14 by the Tribunal.

Validity

- 2 In order for the Tribunal to have jurisdiction to be able to determine a new market rent under S.14 of the Housing Act 1988, from the effective

date in the landlord's Form 4, the tenant must: 1. Refer the rent increase to the Tribunal before the start of the new rent period of 1 June 2026: They did. It was done on 28 May 2026. The tenant must also: 2. Provide a copy of the landlord's Notice of rent increase: They did, it was served on 31 March 2026. And 3. Provide a full copy of their tenancy: They did.

- 3 However in order for the Tribunal to have jurisdiction to be able to determine a new market rent under S.14 of the Housing Act 1988, from the effective date in the landlord's Form 4, the landlord's notice must be valid. A S.13 notice may only be served when a Statutory Periodic Tenancy has commenced. The Tribunal found from the wording of the lease that the contractual term had not ended.
- 4 The lease at bundle page pdf page 18. reads: "*The rent is subject to review under clause B9.*" And (Tribunal's emphasis):
- 5 "*(B) 7 The term of the tenancy This Agreement is for an initial fixed term of 12 Months. Beginning on: 1st of March 2022 Ending on: 28th of February 2023 If, at the end of the initial term we have not received from you two months' notice, in writing, to terminate the agreement on the last day of the initial term, the tenancy will continue as a contractual periodic tenancy. The Rental Period for the contractual periodic tenancy will be the same as those for which Rent was last payable during the fixed term of the tenancy. This periodic tenancy will continue until you or we terminate the tenancy in accordance with clause H1.2 of this Agreement.*" And:
- 6 "*(B) 9 Rent Increase We will not increase the rent within the first 12 months of your occupation of the property. If the tenancy extends beyond one year, we may increase your rent each year by giving you not less than one months' notice in writing specifying the new rent and the date on which the change in rent will take effect. The rent will increase by Consumer Price Index published in the previous month prior to the date on which notice is given to you. The increased rent will be rounded up to the nearest pound h the change in rent will take effect.*" This is not the S.13 process. And:
- 7 "*(H) 1.1 If either party wishes to end the tenancy on or after the final day of the Initial Term, they may give notice in writing (email is sufficient) to the other as follows: 1.1.1 The Landlord shall give at least 2 months' notice and 1.1.2 The tenant shall give 2 months' notice of an intention to end this tenancy before the end of the fixed term, neither notice to expire before 12 months have passed*"
- 8 And at Bundle pdf page 7, the tenant has stated: "*After I was sent the Section 13 rent increase form and before the proposed rent was due to begin, my landlord served me a Section 21 eviction notice.*"

Landlord's Representations on Validity in Form MR2

- 9 The landlord made brief representations on this application. They did not clarify the date of the service of the S.21 Notice and the date of the S.13 Notice of rent increase.

Tenants' Representations on Validity in Form MR3

- 10 The tenant confirmed their earlier position that the S.13 Notice of rent increase preceded the Notice to quit.

Law

13A Increases of rent under relevant low-cost tenancies

(1) This section applies to a relevant low-cost tenancy within the meaning given by section 13(4C).

(2) 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, being a period beginning not earlier than—

(a) one month after the date of the service of the notice, and

(b) in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began, and

(c) if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14, either—

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect, or

(ii) in any other case, the appropriate date.

(3) The appropriate date is—

(a) in a case to which subsection (4) applies, the date that falls 53 weeks after the date on which the increased rent took effect;

(b) in any other case, the date that falls 52 weeks after the date on which the increased rent took effect.

(4) This subsection applies where—

(a) the rent under the tenancy has been increased by virtue of a notice under this section or a determination under section 14 on at least one occasion after

the coming into force of the *Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003*, and

(b) the fifty-third week after the date on which the last such increase took effect begins more than six days before the anniversary of the date on which the first such increase took effect.

(5) Where a notice is served under subsection (2), a new rent specified in the notice takes effect as mentioned in the notice unless, before the beginning of the new period specified in the notice—

(a) the tenant applies to the tribunal under section 14(A3), or

(b) the landlord and the tenant agree on a variation of the rent which is different from that proposed in the notice or agree that the rent should not be varied.

(6) Nothing in this section (or in section 14) affects the right of the landlord and the tenant under a relevant low-cost tenancy within the meaning given by section 13(4C) to vary by agreement any term of the tenancy (including a term relating to rent).

Decision

11 The Tribunal found that the tenant's objection and referral to the Tribunal was valid and in time. However, more fundamentally, a valid notice of rent increase on Form 4 had not been issued as the tenancy was not at that point a statutory tenancy. Rather, it had been served whilst the ongoing periodic tenancy remained as contractual and not statutory and was of no effect.

12 There being no valid notice of rent increase under S.13, there is nothing for the Tribunal to determine. The rent remains unchanged at its passing level, stated by the tenant to be £1566 pcm.

Name: N. Martindale FRICS **Date:** 7 August 2026

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.

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