

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/32UH/MNR/2026/0106
Property	8 Partridge Drive, Rothwell, Market Rasen, Linc LN7 6BH
Tenant	Louise Smith
Tenant's Representative	N/A
Landlord	Acis Group Limited
Landlord's Address	Acis House, 57 Bridge Street, Gainsborough, Lincs DN21 1GG
Landlord's Representative	N/A
Date of Application	5 March 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge R Anderson Mr N Foster FRICS
Date of Decision	9 September 2026

REASONS FOR THE DECISION

Background

1. On 23 February 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £161.52 per week in place of the existing rent of £ 154.12pcm to take effect from 4 May 2026.
2. On 5 March 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 3 June 2019. The rental period is weekly.

Hearing

4. A hearing was held on 9 September 2026 by video platform. The Tenant appeared in person. The Landlord was represented by an employee.
5. Although, the issue had not been raised the parties the Tribunal was concerned as to whether it had jurisdiction to determine this matter.
6. The Tribunal had reminded itself of that section 13(1) Housing Act 1988 reads:

13. Increases of rent under assured periodic tenancies.

(1) This section applies to –

(a) A statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part 1 of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and

(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.

7. Paragraph 1.1 of the relevant tenancy agreement:

1.1 Changes in rent

a) We will increase the rent only once during the first year of the tenancy and this will be in the April following the date of the grant of the tenancy.

b) After the first increase in your rent and in normal circumstances we will put your rent up or down in subsequent years by sending you a "notice of variation". You will normally receive this at least one month before the rent goes up. You will have to pay the new amount from the first Monday in April of the year when we sent it to you. After the first change in rent, we will only increase your rent once every 52 weeks.

c) Apart from the basic rent, all charges that are part of the total rent may change from time to time. We will normally tell you in writing at least one month before any change is due.

8. The Tribunal had also considered the decisions of the Court of Appeal in *Countour Homes Limited v Rowen* [2007] EWCA Civ 842 and the Upper Tribunal in *Chouhan v The Earls High School UKUT 0405 (LC)*.
9. It appeared to the Tribunal that clause 1.1 of the Tenancy agreement might amount to the type of provision described in s13(1)(b).
10. The Tribunal was mindful that neither party, particularly the Tenant was on notice of this issue and considered that it would be proportionate to allow the parties to consider the position and make written submissions before considering the matter further
11. Accordingly, the Tribunal made the following directions:
 - i. The parties shall file written submissions in respect of whether or not the Tribunal has jurisdiction to determine the rent in this case by no later than 4pm on 7 October 2026.
 - ii. The matter shall be listed for a further hearing with a time estimate of half a day before Judge R Anderson and Mr N Foster FRICS on the first available date after 14 October 2026.

Judge R Anderson