



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

Case Reference	MAN/30UK/MRA/2026/0041
Property	4 Winckley House, 16 Cross Street, Preston, Lancashire, PR1 3AJ
Tenant	Audry Mbaki
Landlord	Sedgwick Holdings Ltd
Type of Application	Determination of Rent sections 13 & 14 of the Housing Act 1988 (as amended)
Tribunal Members	Judge Watkin Valuer Member – Nigel Foster MRICS
Date of Decision	17 September 2026

DECISION

The Notice dated 8 June 2026 proposing an increase in rent is invalid and of no effect.

The Tribunal makes no determination of market rent.

REASONS FOR THE DECISION

Background

1. The Tenant occupies a ground floor flat know as 4 Winckley House, 16 Cross Street, Preston, Lancashire, PR1 3AJ (the “Property”). The tenancy commenced on 30 November 2021 at a rent of £635 per calendar month.
2. A statutory rent increase took effect on 30 December 2023, increasing the rent to £675 per calendar month.
3. By notice dated 8 June 2026 (the “Notice”), the Landlord proposed a further increase to £775 per calendar month. The Notice stated that the proposed rent would commence on 8 August 2026.
4. Before the commencement date specified in the Notice, the Tenant applied to the Tribunal challenging the proposed increase.

Tenant’s Position

5. The Tenant contends that the Notice is invalid for two reasons:
 - a. It is not in Form 4A.
 - b. It states that the starting date for the new rent will be 8 August 2026.
6. The Tenant, therefore, submits that as the statutory requirements have not been met, the proposed increase cannot take effect pursuant to the notice served.

Landlord's Position

7. The Landlord maintains that the Notice is valid and that the proposed rent properly reflects the market rental value of the Property.

LEGISLATION

8. Section 13B of the Housing Act 1988 states:

“Where a tenant under an assured tenancy makes an application to the appropriate tribunal, the tribunal may determine whether a notice served on the tenant under section 13(2) or 13A(2) is valid.”

9. Section 13(4A) states that the rent for an assured tenancy may only be increased where a notice has been served under Section 13, a Section 14 determination has taken place.

10. Section 13(2) 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 ...”

11. The jurisdiction of the Tribunal in determining the rent is set out at Section 14(7) which provides

“Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal (...) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or...”

Determination and Valuation

12. The Tribunal’s jurisdiction arises under Section 14(7) of the Act and depends on the service of a valid notice under section 13(2). Therefore, in the absence of a valid notice, the Tribunal does not have jurisdiction to determine the rent. Section 13B gives the Tribunal jurisdiction to determine whether the Notice is valid.
13. The Tribunal is satisfied that following expiry of the fixed term, the tenancy in respect of the Property continued as a monthly periodic tenancy and that the tenancy periods run from the 30th day of each month to the 29th day of the following month.
14. Section 13(2) of the Housing Act 1988 requires a notice proposing a new rent to specify a date falling at the beginning of a new period of the tenancy. The Notice specified 8 August 2026 as the date on which the proposed new rent would take effect. That date was not the beginning of a tenancy period and, therefore, the Notice did not comply with the requirements of Section 13(2).

15. The Tribunal has considered the principles in *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* 1997 AC 749 and whether the reasonable recipient would have understood the intention of the Notice. However, the Tribunal considers this case to be more analogous to *McDonald v Fernandez* 2003 EWCA Civ 1219 in which the Court of Appeal held that a notice was invalid where it failed to comply with a statutory requirement, notwithstanding that its intended effect may have been clear to the recipient.
16. The Notice expressly stated that the proposed rent would take effect on 8 August 2026 and the Respondent subsequently maintained that position in correspondence. The Tribunal is not persuaded that a reasonable recipient would have understood the Notice to mean anything other than that the proposed increase would take effect on 8 August 2026 and not at the beginning of a new rent period. Furthermore, as the notice did not state that the new rent would be payable at the beginning of a new period of the tenancy as required by section 13(2) of the Housing Act 1988, but stated a different date, there was a clear failure to comply with the statutory requirement.
17. The Tribunal therefore concludes that the Notice is not a valid notice for the purposes of section 13(2) of the Housing Act 1988. In the absence of a valid notice, no determination of rent falls to be made under section 14 of the Act and the Tribunal therefore makes no findings as to the open market rental value of the Property.

APPEAL PROVISIONS

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.

Judge R Watkin