

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00CZ/MNR/2026/0235
Property	6 George Street, Dewsbury, WF13 3LL
Tenant	Mohamed Fouad
Tenant's Representative	
Landlord	Amjad Mahmood
Landlord's Address	33 Oxford Road, Dewsbury, WF13 4JR
Landlord's Representative	
Date of Application	21 April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr S Wanderer MRICS – Chair Mr R Stewart MBE
Date of Decision	24 September 2026

Decision

The Tribunal finds it does not have the necessary jurisdiction to consider the Application. Accordingly, the Tribunal strikes out the Application.

REASONS FOR THE DECISION

Background

1. On 31 March 2026, the Landlord purported to serve a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £650.00 per calendar month(pcm) in place of the existing rent of £550.00 pcm to take effect from 1 May 2026.
2. On 21 April 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured shorthold tenancy commenced on 1 December 2022 for a term of 12 months. The rental period is monthly.

Inspection/Hearing

4. A hearing was held on 24 September 2026 via video link. In attendance were both the Tenant and the Landlord, who attended with the support of his daughter, Ms Ikra Mahmood.
5. No inspection of the Property was carried out by the Tribunal, which relied instead upon the written, photographic and oral submissions of the parties, considered in light of the Tribunal's own knowledge and specialist expertise.

Evidence

6. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

Directions

7. On 22 May 2026, a legal officer of the Tribunal issued a decision stating, inter alia, that:

1. ...it appears the Tribunal may not have jurisdiction to determine a market rent for the above-named property.

2. This is because the landlord's notice proposing a new rent may be defective, as it does not contain the necessary Landlord's contact information for correspondence, which is a requirement of the prescribed form.

3. I direct that the question of jurisdiction will be addressed by a Judicial panel. If the panel decides that the Tribunal has jurisdiction, they will also make a determination of your rent at this time. If the panel decides the notice is invalid for any reason, it may not have jurisdiction to make a determination of the market rent as the notice will be deemed of no effect.

The Landlord's Notice

8. At the hearing, the Tribunal panel considered the validity of the Landlord's notice of increase as a preliminary issue.
9. From the written submissions and having heard orally from both parties, who concurred as to the basic facts, the Tribunal summarises the key facts as follows:
 - i. The Landlord's notice did not include the Landlord's address or phone number, or indeed any other contact information.
 - ii. The Landlord's notice did not include the guidance notes which form part of the prescribed form.
 - iii. The Landlord's notice was served by email.

The Law

10. The Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015 prescribes Form No. 4 (or a form substantially to the same effect) as the that which must be used for a notice under Section 13(2) of the Housing Act 1988.
11. Form No. 4 includes a section to enter both the correspondence address and telephone number of the sender (be that the landlord or the landlord's agent). In addition, there are 18 paragraphs of guidance notes forming part of the statutorily prescribed form.

Determination

12. The parties agree that the Landlord served the notice without the guidance notes included in the prescribed Form No. 4. Those notes form an essential part of the form: they explain the tenant's rights and provide other important advice. Their wholesale omission deprives a tenant of essential information. The Landlord's notice was, therefore, not in the prescribed form, nor substantially to the same effect, and was invalid. The tenant's subsequent application does not cure that defect.
13. The notice also omitted the Landlord's correspondence address, which gives further cause for concern. In light of our conclusion on the guidance notes, it is unnecessary to decide whether this omission would independently invalidate the notice.
14. There being no valid section 13 notice, the Tribunal has no jurisdiction to determine a rent under section 14.

15. The Tribunal, therefore, has no alternative but to strike out the application in accordance with Rule 9(2)(a) of the Tribunal Procedure (First-tier) Tribunal (Property Chamber) Rules 2013.

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.