



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : BIR/37UE/MNR/2026/0018

Property : 5 Gorse Walk, Carlton, Nottingham, NG3 6NR

Applicant : James Vernon

Respondent : Vannetta Chattaway

Type of Application : Determination of Market Rent under sections 13 & 14 of the Housing Act 1988

Tribunal Members : I.D. Humphries B.Sc.(Est.Man.) FRICS
D. Douglas

Date of Decision : 6 October 2026 determined on submitted papers

DECISION

REASONS FOR THE DECISION

Background

1. On 26 December 2025 the landlord served notice under Section 13(2) of the Housing Act 1988 ('the Act') proposing a new rent of £850.00 per calendar month (pcm) in place of the existing rent of £550.00 pcm to take effect on 1 February 2026.
2. On 9 January 2026, the tenants referred the landlord's notice proposing a new rent to the Tribunal for determination of a market rent under section 13(4)(a) of the Housing Act 1988.
3. The tenant was granted an Assured Shorthold Tenancy for a term that commenced on 15 January 2021 and became an Assured Periodic tenancy under the Renters Rights Act 2025.

Determination

4. In order to consider the market rent of a property the Tribunal has first to consider the validity of the landlord's notice of increase.
5. The notice of rent increase served by the landlord, (Form 4) under the Housing Act 1988 section 13(2) as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003, states:

'4. The starting date for the new rent will be Sunday 1st February 2026'

6. Section 14(1) of the Housing Act 1988 provides:

*'Where, under section (4)(a) of section 13 above, a tenant refers to [the appropriate tribunal] a notice under subsection (2) of that section, the [appropriate tribunal] shall determine the rent at which, subject to subsections (2) and (4) below, the [appropriate tribunal] consider that the dwelling-house concerned might reasonably be expected to let in the open market by a willing landlord under an assured tenancy -
(a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
(b) which begins at the beginning of the new period specified in the notice;'*

7. The landlord provided a copy of the tenancy agreement at Exhibit A of the landlord's Submission dated 17 October 2025, where the tenancy is granted by Mr J.L. Chattaway and Mrs V.I. Chattaway (landlord) to Mr Jim Vernon (tenant). This provides for the term as:

' The TERM 12 months beginning on Jan 15th 2021'

8. For a notice to be valid, it would have to take effect on the 15th of a calendar month, whereas the notice served indicated the 1st. The landlord says in their submission that in January 2021, the tenant changed the payment date from the 1st to the 15th of the month but this does not affect the 'period' of a tenancy, it simply indicates that the tenant is either paying rent in advance or in arrear, but the 'period' starts on the 15th as stated in the tenancy agreement.
9. The Tribunal therefore finds the landlord's Notice of Rent Increase dated 26 December 2025 to be invalid and of no effect.

I.D. Humphries B.Sc.(Est.Man.) FRICS
Chair

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.