FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BE/MNR/2026/0333**
Property	**:**	**38 Achilles Close** **London SE1 5HE**
Applicant	**:**	**Olivia O'Neill (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** **A. Onigbode**
Date and venue of Hearing	**:**	**16 October 2026** **First Tier Tribunal HMCTS** **10 Alfred Place London WC1E 7LR**
Date of Decision	**:**	**16 October 2026**

REASONS FOR DECISION

Background

1 The First Tier Tribunal Property Chamber, received an application dated 9 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. The matter was referred for an online hearing.

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

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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 9 May 2026. The tenant must also: 2. Provide a copy of the landlord's Notice of rent increase: They did, it was served on 30 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 can only be used during a Statutory Periodic Tenancy. The evidence before the Tribunal is that the landlord did not use the required standard Form 4. This suggests that the landlord either failed to use the correct Form 4 or was serving a rent notice under the contractual provisions set out in the periodic tenancy, the statutory tenancy having not yet commenced.

4 The lease at bundle page pdf page 16 reads*: "The term of the tenancy This Agreement is for an initial fixed term of 12 Months. Beginning on: 24th of June 2024 Ending on: 23rd of June 2025 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."*

5 And following on: *"B9 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 a minimum of 1% plus the Consumer Price Index published by ONS in the month in which the notice is given to you."*

6 Neither party suggested that a notice had been effected to end the contractual term, so it ran on from month to month, until the end of April 2026. At that point the Renters Rights Act 2025 took effect, removing all continuing fixed and periodic contractual terms in the private sector and converted them to statutory periodic tenancies.

7 The correct way to attempt to change the rent by notice served before 1 May 2026, would have been by rent review notice under the lease. Instead it was said by the tenant that the landlord attempted the rent review process by S.13, but this was a means only available here, from 1 May 2026 onwards. Did the landlord attempt this prematurely in March 2026 or did they serve it correctly in line with the lease ?

Landlord's Representations on Validity in Form MR2

8 The landlord made brief representations on this application. They did not deal with the issue of the landlord attempting to serve notice under S.13 while the tenancy remained contractual. They had served notice in March 2026, under the then ongoing contractual periodic term.

Tenants' Representations on Validity in Form MR3

9 The tenant confirmed the S.13 Notice of rent was invalid.

Law

13 Increases of rent under assured periodic tenancies tenancies other than relevant low-cost 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 I 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.

Decision

10 Whilst the Tribunal found that the tenant's objection and referral to the Tribunal of a rent notice was valid and in time, more fundamentally, a valid notice of rent increase on Form 4 under S.13 had not been issued by the landlord. The tenancy at that point was not yet a statutory tenancy. Rather, the notice of rent increase had been served by the landlord, whilst the ongoing periodic tenancy remained as contractual and not statutory.

11 Referral to the Tribunal was of no effect as the notice was not a S.13 Form 4 version, but a contractual notice of rent increase only. The other reasons raised by the tenant for objection to the Tribunal about the rent quoted in the notice, therefore fell away.

12 There being no valid notice of rent increase under S.13, there is nothing for the Tribunal further to decide. The Tribunal has no jurisdiction to determine changes in rent notices under subsisting contracts, as here.

Name: N. Martindale FRICS Date: 16 October 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).