	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**CAM/26UB/MNR/2026/0137**
Property	**Flat 6, Parkside, Montayne Road, Waltham Cross, EN8 8LS**
Tenant	**Ulla Mahaka**
Tenant's Representative	**N/A**
Landlord	**Faisel Bashir**
Landlord's Address	**61 Leigh Hunt Drive, Southgate, London, N14 6DF**
Landlord's Representative	**N/A**
Date of Application	**7 June 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Banks** **Tribunal Member Dr Jan Wilcox FRICS**
Date of Decision	**9 October 2026**

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REASONS FOR THE DECISION

Background

1. On 21 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 ("the Act") which proposed a new rent of £1,450 per calendar month (pcm) in place of the existing rent of £1,250 pcm to take effect from 8 June 2026.

2. On 7 June 2026, under Section 13(4)(a) of the Act, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

3. The assured tenancy commenced on 8 March 2014 for a term of 12 months. The rental period is monthly.

Hearing

4. A hearing was held on 9 October 2026 by video platform. The Tribunal has considered this case on the basis of an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Law

5. Section 13(2) of the Act sets out the following:

> *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, being a period beginning not earlier than …*

The Issues

6. The Tribunal must determine that it has jurisdiction to hear the Application by reference to validity of the Notice, in order to then commence a determination under section 14 of the Act.

7. Although not raised in the application form in her MR3 the Tenant raises an issue with validity of the section 13 notice.

8. The Tenant contends that the notice proposing a new rent is invalid. The tenancy agreement provided for an initial rent of £950 per calendar month and did not contain a rent review clause. The Tenant submits that subsequent increases to £1,000, £1,150 and £1,250 per calendar month were not implemented by written agreement or by statutory notice and therefore did not take effect in law.

9. The Landlord accepts that no statutory rent increase notices were served in respect of those earlier increases but contends that the increases were agreed between the parties verbally and later confirmed by text message.

10. Prior to the introduction of the Renter's Rights Act 2025 on 01 May 2026, it was clear that the Tribunal did not have jurisdiction to determine whether a section 13 Notice was valid. That is an issue for the County Court, and, as the Notice predates the introduction of the Renter's Rights Act then, in this case, that remains the purview of the County Court.

11. The Tribunal's jurisdiction is limited to the determination of a rent under section 14 of the 1988 Act. However, the Tribunal must be able to decide whether or not its jurisdiction is properly engaged. This is confirmed at paragraph 48 of *Mooney v Whiteland* [2023] EWCA Civ 67 where it states that despite the conclusion that validity is a matter for the court, "*That is not to say that a rent assessment committee may not sometimes need to take a view whether a notice is valid. If it considers that a notice is invalid, it may decline to proceed until the question [sic] has been determined by the court. Conversely, if it considers that a notice is valid and that objections are without substance, it may proceed to determine the appropriate rent, but its determination will not prevent a tenant from disputing the validity of the notice*".

12. Further, Males LJ considered the decision in *R(Morris) v London Rent Assessment Committee* [2002] EWCA Civ 276 where Lord Justice Mummery said that "There is no doubt…. that the committee had power to determine the validity of the notice**;** it was a matter going to its jurisdiction to set the rent**."** At first instance in *Morris*, the committee had said that:

> *"11. The committee takes the view that it cannot make a decision on the issue of the validity of the notice which is binding for all purposes. However, it is entitled to decide whether it is satisfied, on balance, that the legal and factual matrix forming the background to the application demonstrates that it has jurisdiction. In this case the committee were satisfied that the applicants had made out a strong prima facie case that the 1954 Act notice was invalid."*

13. The Tribunal cannot determine validity of the Notice for all purposes, which would (in this case) be a matter for the County Court. However, in order to

determine whether its jurisdiction is engaged, the Tribunal must form a view on the material before it.

14. The notice under consideration identifies the existing rent as £1,250 per calendar month. The Tribunal has not been provided with sufficient evidence concerning the parties' agreement, the payments made, or the circumstances in which the previous increases were implemented to determine whether the contractual rent immediately prior to service of the notice was £950 per calendar month, £1,250 per calendar month, or some other figure.

15. The Tribunal notes that, in the absence of a rent review clause, an increase in rent under an assured periodic tenancy ordinarily requires either agreement between the parties or reliance upon the statutory procedure contained in section 13 of the Housing Act 1988. The evidence before the Tribunal is insufficient to resolve the parties' dispute as to whether the previous increases were effective by agreement.

16. In those circumstances, the Tribunal considers that there is a substantial and genuine issue as to whether the figure of £1,250 per calendar month stated in the notice accurately reflected the rent lawfully payable under the tenancy immediately before service of the notice. The resolution of that issue would require the Tribunal to determine disputed questions concerning the legal effect of the previous rent increase.

17. Given the unresolved dispute as to the effective contractual rent immediately preceding the notice, and the consequent issue concerning the accuracy of the rent stated in the notice, the Tribunal is not satisfied that a valid section 13 notice has been shown to exist and accordingly is not satisfied that its jurisdiction under section 14 has been engaged. Rule 9(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 provides that the Tribunal must strike out proceedings if it does not have jurisdiction in relation to them.

18. Accordingly, the Tribunal hereby strikes out these proceedings under rule 9(2). The Tribunal will now close its file in this matter.

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 appea