	**FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**CAM/22UH/MRA/2026/0047**
Property	**16 Kestrel Road, Waltham Abbey, EN9 3NB**
Tenant	**Mr Vincent Ten Bouwhuis Mrs Nkechi Ten Bouwhuis**
Tenant's Representative	**None**
Landlord	**Marco Arquiti**
Landlord's Address	**21 Crescent Road, Chingford, E4 6AT**
Landlord's Representative	**Gavin Ward, Henry Ward Property Solutions Ltd**
Date of Application	**27 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Alice Holtom Dr Jan Wilcox FRICS**
Date of Decision	**15 October 2026**
Rent Determined	**Not applicable**
Date of Valuation	**Not applicable**
Date the new rent takes effect	**Not applicable**

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REASONS FOR THE DECISION

Background

1. On 29 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1950 per calendar month (pcm) in place of the existing rent of £1800 pcm to take effect from 29 August 2026.

2. On 27 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 30 April 2024. The rental period is monthly.

Hearing

4. A hearing was held on 15 October 2026 by video platform. The Tenant attended in person. The Landlord attended in person as did the Landlord's representative Mr Gavin Ward. 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.

Validity of Notice – Section 13B of the Housing Act 1988

5. In their application form, the Tenant contends that the Landlord's notice is invalid for the following reasons:

    a) The notice was addressed to "Mr Vincent Bouhaus" rather than Mr Vincent Ten Bouwhuis, as named in the tenancy agreement. The Tenant contended that the notice therefore failed correctly to identify the tenant.

    b) The tenancy is a joint tenancy held by Mr Vincent Ten Bouwhuis and Mrs Nkechi Ten Bouwhuis. The Tenant contended that the notice failed to correctly identify both joint tenants.

    c) The Tenant also initially contended that the notice incorrectly stated that the previous rent increase took effect on 29 August 2025 and breached the statutory prohibition on rent increases within a 52-week period. Following oral evidence from both parties, the Tenant and the Landlord agreed that the most recent rent increase took effect on 28 March 2025 when the rent was increased to £1,800 per month. The Tenant nevertheless submitted that subsequent attempts by the Landlord to

increase the rent offended the statutory prohibition on further rent increases within a 52-week period.

6. The Landlord did not address the Tenant's submissions regarding the validity of the notice in the MR2 but did respond in oral evidence.

Attempts to increase the rent within a 52-week period of last rent increase

7. The Tribunal finds, on the basis of the parties agreed oral evidence, that the last effective rent increase took effect on 28 March 2025, when the rent was set at £1,800 per month. The proposed increase was stated to take effect on 29 August 2026. Accordingly, the Tribunal is satisfied that no effective rent increase had taken place within the preceding 52 weeks.

8. Pursuant to section 13(2) of the Housing Act 1988, a notice proposing a new rent may not take effect earlier than 52 weeks after the date on which the preceding rent increase took effect. As the last effective rent increase took effect on 28 March 2025 and the proposed increase was expressed to take effect on 29 August 2026, the Tribunal finds that this requirement was satisfied. The Tribunal further finds that any proposed or attempted rent increase which did not take legal effect does not constitute a rent increase for the purposes of section 13.

The incorrect identification of The Tenant.

9. A notice under section 13 of the Housing Act 1988 operates by proposing a new rent for an existing tenancy. The validity of such a notice therefore depends upon the tenancy which existed at the date of service. Where a tenancy is held jointly, the Tribunal must consider whether the notice properly identifies the tenancy and the tenants holding that tenancy.

10. The Tribunal must first determine, as a question of fact, who the tenants were at the date the notice was served before considering the validity of the notice itself.
11. Mr Ten Bouwhuis stated that the Landlord failed to properly identify 'the Tenant' by misspelling his name.

12. Mr Ward accepted that the surname of Mr Ten Bouwhuis was misspelt. However, he submitted that all previous communication with Mr Ten Bouwhuis had used the same incorrect spelling and this is how the name is recorded within their administrative systems. Mr Ten Bouwhuis had never raised this as an issue before.

13. Mr Arquati invited the Tribunal to consider the tenancy agreement relied upon by the Tenant. He noted that at the end of the agreement where the parties sign, Mrs Nkechi Ten Bouwhuis's name omitted the 'Ten' and that Mrs Ten Bouwhuis

signed the agreement without objection. Mr Ten Bouwhuis responded stating that the document did identify his wife as Mrs Bouwhuis and the agreement remained a valid agreement.

14. Mr Ten Bouwhuis stated that in any event the notice of increase failed to identify Mrs Ten Bouwhuis at all.

15. In response Mr Ward stated that Mr Ten Bouwhuis was considered the 'Lead Tenant'. When the parties initially entered into the tenancy agreement, the affordability check and referencing was done under the name of Mr Ten Bouwhuis only. Mrs Ten Bouwhuis was assessed as having no income and Mr Ward submitted that Mr Ten Bouwhuis was therefore the person to be liable for the rent, that he paid the deposit and that the deposit was held with the appropriate deposit scheme with Mr Ten Bouwhuis named as lead tenant.

16. When asked about Mrs Ten Bouwhuis being named as Tenant on the agreement, Mr Ward stated that she was named as a person relevant to the tenancy, but that Mr Ten Bouwhuis was the 'main breadwinner' and would be responsible for paying the rent. Mr Ward stated that it is common practice to serve any notice of rent increase on the person who was paying the rent. Mr Ward acknowledged that it is uncommon to have a situation where only one party is paying, and where there are two parties both paying the rent, they serve any notice of rent increase on both parties. To identify the rent payer, Mr Ward confirmed that he relies on the reference check and who was identified as the person to pay the rent when those reference checks are completed.

17. Mr Ten Bouwhuis stated that it is his wife who pays the rent each month from her HSBC bank account. However, no supporting documentation was provided. Mr Ward was unable to comment regarding this, stating that the rent is collected by an automated pay system called PayProp, which reconciles payments made by way of reference number only, and does not identify the person making the payment of the bank account from which funds are received.

18. The tenancy agreement is the document that identifies all parties to the contract, whether they are a landlord or a tenant and their respective rights and responsibilities under that agreement. Each named tenant is jointly and severally responsible for obligations under the tenancy and is equally entitled to peaceful enjoyment and benefit of the property. It is not uncommon for joint tenants to make private arrangements between themselves regarding who pays what share or the rent and utilities, and who might use which room. However, in law, the responsibilities and benefits of the parties are not varied or changed by individual arrangements that may be made regarding, for example, the practicalities of payment of rent.

19. The agreement states at paragraph 1.6 "*Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.*" The tenancy agreement identifies both Mr and Mrs Ten Bouwhuis as "Tenant(s)" and is signed by both Mr and Mrs Ten Bouwhuis and the Landlord's agent. The Landlord did not dispute the tenancy agreement before the Tribunal and the practicalities of who is the person making the rent payments or collecting the rent does not vary or alter the identities of 'The Tenant' or 'The Landlord' as identified and confirmed under the signed agreement. Taking the evidence as a whole, the Tribunal is therefore satisfied that the tenancy was held jointly by Mr Vincent Ten Bouwhuis and Mrs Nkechi Ten Bouwhuis.

20. Section 13(2) of the Housing Act 1988 provides that, for the purpose of securing an increase in the rent under a tenancy to which that section applies, the landlord may serve on "the tenant" a notice in the prescribed form proposing a new rent. The prescribed form is Form 4A contained in the Assured Tenancies (Private Rented Sector) (Prescribed Forms) (England) Regulations. Form 4A requires the landlord to identify the tenant or tenants to whom the notice relates and expressly provides: "If it is a joint tenancy, provide the names of each of the tenants." Accordingly, for a notice of rent increase to be valid, it must identify the tenant and, where the tenancy is held jointly, each of the joint tenants.

21. The Tribunal accepts that the surname of Mr Ten Bouwhuis was misspelt on the notice. The Tribunal is satisfied that in this case this was no more than an administrative error. The notice clearly identified Mr Ten Bouwhuis as the intended recipient and no genuine uncertainty arose as to the person to whom the notice referred. The misspelling does not, of itself, invalidate the notice.

22. However, the position is materially different in relation to Mrs Nkechi Ten Bouwhuis. This was not a case of a minor error in the identification of an existing tenant. Rather, Mrs Ten Bouwhuis, who the Tribunal has found was a joint tenant, was omitted from the notice altogether.

23. Form 4A expressly requires that, where the tenancy is a joint tenancy, the names of each of the tenants must be provided. The omission of one of the joint tenants is not a mere administrative defect capable of being overlooked. It amounts to a failure to identify all the tenants holding the tenancy to which the notice relates.

24. Accordingly, whilst the misspelling of Mr Ten Bouwhuis's surname would not necessarily invalidate the notice, the complete omission of Mrs Nkechi Ten Bouwhuis, a joint tenant, is a fundamental defect. The Tribunal finds that the notice failed to identify all tenants holding the tenancy to which the proposed rent increase related. As a result, the notice did not comply with the prescribed form and was invalid.

25. The Tribunal's jurisdiction under section 14 of the Housing Act 1988 arises only where a valid notice has been served under section 13 of the Act. Having found that the notice was invalid, the statutory precondition to the exercise of the Tribunal's jurisdiction has not been satisfied.

27. Accordingly, the Tribunal has no jurisdiction to determine the market rent proposed by the notice and no rent determination falls to be made.

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 after 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.