

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00KA/MRA/2026/0052
Property	136 Old Bedford Road, House, Luton, Luton, LU2 7HH
Tenant	Pooja Odedra Vinnie Chavda
Tenant's Representative	None
Landlord	Yitzchog Ltd
Landlord's Address	43 Green Lane, London, Nw4 2AG
Landlord's Representative	Yosef Lieberman – Director of Yitzchog Ltd
Date of Application	29 July 2026
Type of Application	Determination of proposed rent increase under sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Alice Holtom Mr David Hunt MRICS
Date of Decision	30 September 2026
Rent Determined	No rent determined. The application is struck out for want of a valid notice under section 13 Housing Act 1988.
Date of Valuation	Not applicable
Date the new rent takes effect	Not applicable

REASONS FOR THE DECISION

Background

1. On 31 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2200.00 per calendar month(pcm) in place of the existing rent of £1000.00 pcm to take effect from 1 August 2026.
2. On 29 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.

Procedural Applications

3. On 23 September 2026 the Tenant submitted an Order 1 Form requesting the following:
 - a) Permission to rely on documents filed by the tenant on 17 and 19 September 2026 and the Tenant's reply to the Landlord's reply dated 22 September 2026
 - b) An inspection of the property
 - c) An order that a second application under section 14(A3) of the Housing Act 1988 relating to a further notice under section 13(2) be dealt with at the same hearing; and
 - d) An order requiring the Landlord to provide a copy of the Damp Detectives Southern Report dated 15 July 2026.
4. In support of the application to rely upon late-filed evidence, the Tenant submitted that a letter from Luton Borough Council dated 15 September 2026 had only recently been received and was relevant to the condition of the Property. The Tenant further submitted that the respondent would suffer no prejudice because it had been afforded an opportunity to respond.
5. On 24 September 2026 the Landlord sought permission to rely upon its own responsive submissions and requested permission to address any new matters arising from the Tenant's late evidence. The Landlord submitted that any extension granted to the Tenant should be accompanied by a corresponding opportunity for the Landlord to respond.
6. The Landlord stated that it had complied with the deadlines set by the Tribunal and that its later submissions were a direct response to the Tenant's late evidence. It would be unjust to allow the Tenant's late evidence without allowing the Landlord to respond.

7. Having considered the applications and accompanying evidence, the Tribunal was satisfied that neither party would suffer material prejudice if the late-filed evidence were admitted. The Tenant had received the respondent's damp survey before the hearing and the Landlord had been afforded an opportunity to address the Tenant's further evidence and submissions. The material was relevant to the issues in dispute and capable of assisting the Tribunal in determining the application fairly. Accordingly, pursuant to rule 6(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal granted both parties permission to rely upon their respective late-filed evidence and submissions.
8. The Tribunal refused the Tenant's request for an inspection of the Property. The Tribunal had before it extensive photographic evidence, detailed written submissions, the damp survey and the Improvement Notice issued by Luton Borough Council. Having reviewed that material, the Tribunal was satisfied that it possessed sufficient evidence to determine the issues arising in the proceedings without incurring the delay and expense associated with a physical inspection.
9. The Tribunal also considered the Tenant's application to join these proceedings with a subsequent application concerning the same Property. The Tribunal refused that application. The later application arises from a separate statutory notice and therefore constitutes a separate application. Although both applications concern the same Property, they arise from different notices and potentially give rise to different factual and legal issues.
10. In particular, the notice which forms the subject of the present proceedings names only Ms Odedra, whereas the later notice names both Ms Odedra and Mr Chavda. A central issue in these proceedings is whether the tenancy was held jointly and, if so, whether the omission of Mr Chavda from the earlier notice affects its validity. The later application therefore proceeds on a materially different basis.
11. Any determination arising from the later notice would also require consideration of matters specific to that application, including the validity of the later notice, the relevant valuation date of 1 November 2026, and the condition of the Property at that date. Those matters had not been fully pleaded or argued in the present proceedings.
12. The Tribunal was satisfied that the interests of justice and procedural fairness were best served by determining each application separately on its own facts and evidence. To join the applications would risk conflating distinct statutory notices and distinct issues. The application for joinder was therefore refused.

13. The Tenant's application for disclosure of the Damp Detectives Southern report had become academic. The report was disclosed on 24 September 2026, and the Tenant was afforded an opportunity to consider its contents and make submissions in response.
14. The Tribunal further noted that the respondent no longer pursued its earlier argument concerning the relevant valuation date. It was common ground between the parties that the relevant valuation date for the purposes of the application was 1 August 2026.

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

15. In their application form, the Tenant indicated that they consider the Landlord's notice is invalid due to the following reasons.
 - a) The tenancy was held jointly by herself and Mr Vinnie Bhavesh Chavda and the notice named only Ms Odedra.
 - b) The notice states the current rent as £1000 per month, but the landlord has informed the court in other proceedings that the rent is £2200 per month following a rent increase that came into effect on 1 November 2025. The rent increase therefore takes effect within 52 weeks of the previous rent increase on 1 November 2025 and is therefore invalid.
16. The Landlord's position was that the notice is valid. The Landlord argued that the existence of a joint tenancy involving Mr Chavda has not been established and that service upon him was therefore not required.
17. The parties agreed that no previous rent increase had taken effect within the preceding 52 weeks. The Tribunal therefore finds that the 52-week rule is not engaged and provides no basis for invalidating the notice.
18. 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.
19. 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. The principal issue for determination is therefore whether Mr Chavda was a joint tenant at the date of service and, if so, the effect of his omission from the notice.
20. The Tenant relied principally upon a written tenancy agreement dated 1 November 2022 identifying both Ms Odedra and Mr Chavda as tenants of the

property. She also relied upon the Landlord's subsequent notice dated 30 August 2026 which named both occupants as tenants.

21. The Landlord's representative challenged the reliability of the tenancy agreement and pointed to missing pages, the use of correction fluid, and what it describes as the commercial implausibility of a five-year fixed-term tenancy at a rent of £1,000 per month without a tenancy deposit or rent review provision.
22. In oral evidence, Ms Odedra stated that she and Mr Chavda moved into the property on 1 November 2022 together and that they both signed the tenancy agreement in the presence of the witness identified within it. She denied that the document had been amended or altered by her and maintained that it represented the original tenancy agreement.
23. Ms Odedra confirmed that Mr Chavda paid her £500 pcm towards the rent and she made the payment of £1000 pcm to the landlord. The costs of utilities were shared equally between Mr Chavda and Ms Odedra.
24. Mr Chavda confirmed that he moved into the property on 1 November 2022 with his sister and mother and remains in occupation. He explained that he leaves matters relating to tenancy administration to his sister due to mental health difficulties.
25. Mr Lieberman accepted that the Landlord acquired the property at auction in an occupied condition and that it was described as "occupied on terms unknown". He accepted that the Landlord had not received any papers relating to the tenancy before purchasing the property and therefore had no direct knowledge of the arrangements entered into between the previous landlord and the occupiers. He further accepted that the tenancy commencement date and current rent recorded in the Form 4A notice were derived from the tenancy agreement relied upon by the Tenant.
26. The Tribunal reminds itself that the grant of a tenancy depends upon the substance of the arrangement rather than the label applied to it. In *Street v Mountford* [1985] AC 809, the House of Lords held that the essential characteristics of a tenancy are exclusive possession, for a term, at a rent. Where it is alleged that a tenancy was granted jointly, the Tribunal must determine, on the balance of probabilities and having regard to all the evidence, whether both individuals were intended to enjoy the rights and assume the obligations of tenants under the tenancy. The burden of establishing the factual basis of the challenge rests upon the Tenant. The Tribunal has therefore considered all of the documentary and oral evidence before reaching its conclusions on that issue.

27. Even if the Tribunal were not satisfied that the written agreement should be treated as conclusive evidence of every term of the tenancy, it would not necessarily follow that Mr Chavda was not a tenant. The existence and identity of a tenant are ultimately questions of fact to be determined from all the evidence. Consistent with the approach in *Street v Mountford*, the Tribunal must consider the substance of the arrangement and the parties' respective rights and obligations in occupation rather than focusing exclusively upon the documentary evidence.
28. In reaching that conclusion, the Tribunal has considered the evidence as a whole and has not treated the written tenancy agreement as determinative of the issue. The Tribunal accepts that the Landlord has raised legitimate concerns regarding the document, including missing pages, the use of correction fluid, the absence of any tenancy deposit, the absence of a rent review provision and the absence of evidence of rent payments to the former landlord. Those matters justify caution when considering the agreement and affect the weight to be attached to it.
29. Nevertheless, the Tribunal does not accept that those concerns are sufficient to establish that Mr Chavda was not a joint tenant. The Tribunal's task is not to determine whether the tenancy agreement is perfect or free from criticism, but whether, having considered all the evidence, it is more likely than not that the tenancy was held jointly by Ms Odedra and Mr Chavda.
30. The Tribunal accepts the oral evidence of Ms Odedra and Mr Chavda that they both moved into the property at the commencement of the tenancy on 1 November 2022. Ms Odedra's evidence was that the tenancy was granted to them jointly and that both signed the tenancy agreement in the presence of the witness identified within it. She further stated that the costs of occupation, including rent and utilities, were shared equally between them. The Tribunal recognises that the sharing of household expenses is not, of itself, indicative of a tenancy interest but considers it relevant as part of the overall factual matrix.
31. Mr Chavda's evidence was consistent with that account. Whilst he stated that he leaves the administration of tenancy matters to his sister due to mental health difficulties, he confirmed that he occupied the property from the commencement of the tenancy and continues to do so. The Tribunal approaches that evidence with appropriate caution but found both witnesses to be broadly consistent on the material issues.
32. The Tribunal also attaches weight to the fact that the Landlord accepts that Mr Chavda was residing at the property when it was purchased and has remained in occupation thereafter. Whilst occupation alone is insufficient to establish a tenancy interest, it is consistent with the Tenant's contention that Mr Chavda was a joint tenant.

33. The Tribunal further places weight upon the circumstances in which the Landlord acquired the property. The property was purchased at auction in an occupied condition and described in the auction particulars as being "occupied on terms unknown". The Landlord was therefore not a party to the grant of the tenancy and has no direct knowledge of the arrangements entered into between the former landlord and the occupiers. The Tribunal has borne that limitation in mind when assessing the Landlord's evidence concerning the identity of the original tenant or tenants.
34. Whilst the burden of proof remains upon the Tenant, the Tribunal attaches some significance to the absence of contemporaneous evidence indicating a tenancy arrangement different from that asserted by the Tenant. The Landlord has produced no tenancy agreement, rent records, correspondence, witness evidence from the former landlord, or other documentation showing that Ms Odedra was the sole tenant or that Mr Chavda occupied merely as a family member, licensee or permitted occupier. Whilst not determinative, the Tribunal notes that the Landlord's case is founded principally on challenges to the Tenant's evidence rather than positive evidence of an alternative arrangement.
35. The Tribunal also notes, albeit attaching only limited weight to the fact, that the Landlord subsequently served a notice dated 30 August 2026 identifying both Ms Odedra and Mr Chavda. The Tribunal accepts the Landlord's explanation that the notice was served on a protective basis. Nevertheless, the fact remains that the Landlord itself identified both individuals in the later notice. Whilst not determinative, that fact provides some support for the Tenant's case that the tenancy was held jointly.
36. Against that background, the Tribunal has considered the tenancy agreement. The Tribunal accepts that the document exhibits a degree of internal coherence. The names of Ms Odedra and Mr Chavda appear as tenants throughout the document and there is nothing on the face of the agreement to suggest that Mr Chavda's name was inserted separately or later. The Tribunal further notes that the commencement date and rent stated in the agreement correspond with the commencement date and current rent relied upon by the respondent in the Form 4A notice.
37. The Tribunal considers that the tenancy agreement remains a relevant and useful piece of evidence when viewed in the context of the case as a whole. It is the only contemporaneous document before the Tribunal which purports to record the tenancy arrangements in existence at the commencement of the occupation. Whilst the Tribunal accepts that the document is not without difficulty, it contains coherent details regarding the property, the tenancy commencement date, the rent payable and the identity of the tenants. Those details are broadly

consistent with other evidence before the Tribunal, including the commencement date and rent subsequently relied upon by the respondent in the Form 4A notice. The Tribunal therefore does not treat the agreement as conclusive but does regard it as evidence capable of assisting the Tribunal in determining the identity of the original tenants when considered alongside the oral evidence and the surrounding circumstances.

38. The Tribunal places limited weight upon the amendment made using correction fluid. The apparent amendment relates to the rent rather than to the identity of the tenants. The rent of £1,000 per month is common ground between the parties and was accepted by the Landlord throughout its ownership of the property. Whilst the Landlord requested evidence of rent payments made by the Tenant to the former landlord and none was provided; the absence of such evidence does not displace the other evidence before the Tribunal regarding the identity of the tenants.
39. The Tribunal also places limited weight upon the Landlord's submission that aspects of the tenancy agreement were commercially unusual. The issue before the Tribunal is not whether the original bargain appears commercially attractive but whether it was in fact made. The Tribunal does not consider that the alleged commercial improbability of the arrangement is sufficient to outweigh the evidence supporting the existence of a joint tenancy.
40. The Tribunal accepts that post-acquisition dealings were conducted primarily through Ms Odedra. However, it does not regard that fact as determinative. Ms Odedra explained that she administered the tenancy and Mr Chavda stated that he left such matters to her because of his mental health difficulties. The Tribunal found that evidence plausible and it was not materially contradicted.
41. Even if the legal nature of the tenancy changed by operation of statute, such a change would not of itself alter the identity of the tenants holding the tenancy. The identity of the tenants remains unchanged unless altered by some recognised legal mechanism.
42. The Tribunal has been referred to no evidence that any joint tenancy, if originally granted to Ms Odedra and Mr Chavda, was subsequently terminated, surrendered, assigned, varied or otherwise ended.
43. Taking the evidence as a whole and bearing in mind that the burden of proof rests upon the Tenant, the Tribunal is satisfied on the balance of probabilities that Mr Chavda was a joint tenant from 1 November 2022 and remained a joint tenant at the date the Form 4A notice was served. The Tribunal therefore finds that the tenancy was held jointly by Ms Odedra and Mr Chavda when the notice dated 31 May 2026 was served.

44. 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 specifically provides that: *"If it is a joint tenancy, provide the names of each of the tenants."*
45. The Tribunal has found on the balance of probabilities that the tenancy was held jointly by Ms Odedra and Mr Chavda at the date the notice was served. It follows that both individuals comprised *"the tenant"* for the purposes of section 13(2). By naming only Ms Odedra, the notice failed to identify all of the tenants holding the tenancy to which the proposed increase related. In those circumstances, the notice did not identify the tenancy to which the proposed rent increase related in the manner required by section 13(2) and Form 4A.
46. The omission of Mr Chavda from the notice was not a mere clerical error. The notice did not identify all the tenants holding the tenancy to which the proposed rent increase related and therefore did not correctly identify *"the tenant"* for the purposes of section 13(2) of the Housing Act 1988. Accordingly, the Tribunal finds that the notice did not comply with the requirements of section 13(2) of the Housing Act 1988 or the prescribed Form 4A and was not validly served.
47. The Tribunal's jurisdiction under section 14 of the Housing Act 1988 is dependent upon a valid notice having been served under section 13 of the Act. Having found that no valid section 13 notice was served, the statutory precondition to the exercise of the Tribunal's powers under section 14 has not been satisfied.
48. Accordingly, the Tribunal has no jurisdiction to determine the market rent proposed by the notice and no rent determination falls to be made.

Determination

49. For the reasons set out above, the Tribunal finds that the tenancy was held jointly by Ms Odedra and Mr Chavda at the date the notice dated 31 May 2026 was served.
50. Section 13(2) of the Housing Act 1988 requires a landlord seeking to increase the rent of an assured tenancy to serve a notice in the prescribed form on *"the tenant"*. The prescribed Form 4A expressly provides that, where the tenancy is a joint tenancy, the names of each of the tenants are to be provided. Having found

on the balance of probabilities that the tenancy was held jointly, the Tribunal is satisfied that the omission of Mr Chavda from the notice meant that the notice failed to identify all of the tenants holding the tenancy to which the proposed rent increase related.

51. The omission of Mr Chavda was not a mere technical defect. It went to the identification of the tenancy and the persons whose contractual and statutory rights were affected by the proposed increase. The Tribunal therefore finds that the notice did not comply with section 13(2) of the Housing Act 1988 or the requirements of the prescribed Form 4A.
52. Accordingly, no valid notice under section 13 of the Housing Act 1988 was served.
53. The Tribunal's jurisdiction under section 14 of the Housing Act 1988 depends upon the existence of a valid section 13 notice. In the absence of a valid notice, the statutory precondition to the exercise of that jurisdiction has not been satisfied. The Tribunal therefore has no jurisdiction to determine the market rent proposed by the notice.
54. Pursuant to rule 9(2)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the application is struck out.
55. No determination of market rent is 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.