FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	:	LON/00BE/MNR/2026/0396
Property	:	13 Achiles Close London SE1 5HE
Tenant	:	Miss Syeda Ahmed, Represented by Ali Haidar
Landlord	:	BMR St James 4 Ltd, c/o Freshview Estates Ltd
Type of Application	:	Assessment of Market Rent sections 13 & 14 Housing Act 1988
Tribunal Members	:	Mr D Jagger MRICS Mr C Piarroux
Date of Determination	:	16 October 2026

DECISION

The Tribunal does not have jurisdiction to determine this application for the reasons stated below.

It follows that the application must be struck out under Rule 9(2)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, because the Tribunal does not have jurisdiction in relation to the proceedings or case or that part of them.

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REASONS

1. Section 13 of the Housing Act 1988 Act provides for increases of rent under assured periodic tenancies. By section 13(2), the landlord must 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.

2. On a signed notice dated 30 March 2026, the Landlord served a Notice of Increase in the prescribed form. The notice purported to increase the rent from £1275 to £1,600 per month.

3. By an application, the Applicant tenant referred the Notice to the Tribunal.

The Hearing.

4. A Video hearing via CVP to hear the parties' representations in this case was held on 16 October 2026. The hearing was attended by Mr Issac Chisel on behalf of the Landlord, the Tenant Miss Syeda Ahmed, represented by Ali Haidar. During the hearing the Tribunal set out the issues, and it is the Tribunal's task to determine a market rent based upon the evidence provided.

The preliminary issue

5. The First question for the Tribunal is **Does it have jurisdiction to consider the application?**

6. The matter raised by the Tenant is that the tenancy agreement dated 21 March 2025 and commenced on the 31 March 2025 contains a valid rent review clause linked to CPI (Clause B9) and for this reason the Landlord must strictly adhere to this clause. For this reason, the Tribunal does not have jurisdiction to consider the application.

7. Both parties acknowledge that clause B7 provides that, following expiry of the initial fixed term, and in the absence of a specified notice, the tenancy would continue as a contractual periodic tenancy. The initial fixed term ran from 31 March 2025 until 30 March 2026.

8. The Tenant does not, however, concede the Respondent's conclusions as to the legal consequences of clauses B7 and B9 or the legal effect of the notice actually served. Initially, in his written statement Mr Chisel advanced the position that its notice was ineffective insofar as it purported to operate under Section 13, but nevertheless asks that the same document be treated as effective for the different purpose of exercising a contractual rent review provision.

9. Clause B9 provides that where the tenancy extends beyond one year, the landlord may increase the rent each year by giving not less than one month's written notice specifying the new rent and the date upon which it takes effect. It further provides: "The rent will increase by a minimum of 1% plus the Consumer Price Index"

10. Once again, Mr Chisel challenges this assertion in his witness statement. The Applicant was a contractual periodic tenant when the s.13 was served (clause B7) in which case the s.13 notice is invalid insofar as it purports to be a notice under section 13 of the Housing Act 1988. The Respondent nevertheless submits that the s.13 notice is valid to function as a contractually compliant notice to increase the rent pursuant to clause B9 which allows a minimum rental increase to be '1% plus the Consumer Price Index'. As such, the question of market rent is irrelevant as the rent is not being increased pursuant to s.13; but to contract.

11. Clause B7 states "*This Agreement is for an initial fixed term of 12 Months. Beginning on: 31st of March 2025 Ending on: 30th of March 2026 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"*

12. The Tribunal agrees with the argument put forward by the Tenant and this was the position adopted by Mr Chisel during the hearing. The tenancy agreement contains a binding rent review provision whereby the rent for a particular period will or may be greater than the rent for a previous period (i.e. a rent review mechanism). This provision is at paragraph B9 "*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. The increased rent will be rounded up to the nearest pound.*

13. **It follows, that if the Landlord wishes to increase the rent he must adhere to the strict rent review mechanism set out in Clauses B9 of the agreement.**

14. The most recent case is *Moat Homes Limited & Ors v Carlo & Ors [2024] UKUT 415 (LC),* All three cases were heard together by the Upper Tribunal. In all three cases in *Moat* the rent review clause set out the process for increasing the rent but with no explanation of how the level of rent should be set, fixed or otherwise. The Upper Tribunal determined these were contractual rent review clauses "*and the effect of its inclusion is to oust the jurisdiction of the FtT to determine a new rent under section 14*".

15. In this case, the Tribunal finds that the periodic tenancy agreement contains a rent review clause binding on the parties. As such, the Tribunal does not, on balance, have jurisdiction to determine the application.

The Decision

16. There appears to be an error in the Tenants Application before the Tribunal. There is a binding rent review clause in the agreement. The Contractual Periodic Tenancy (CPT) arises if the initial tenancy agreement expressly states that it will continue as a periodic tenancy after the fixed term ends (Clause B7) In CPT, a valid rent review clause remains binding, meaning a Section 13 cannot be used if a mechanism is already provided.

17. On 1 February 2023, the Court of Appeal gave judgment in *Mooney v Whiteland*, [2023] EWCA Civ 167. The Court held that a First-tier Tribunal has no jurisdiction to determine the validity of a Notice of Increase. This is rather a matter for the County Court pursuant to section 40 of the County Court Act. Males LJ made the following observation (at [48]):

> "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 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.

18. It follows that the application must be struck out under Rule 9(2)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, because the Tribunal does not have jurisdiction in relation to the proceedings. The practical effect of the decision is that unless the Tenant seeks the authority of the County Court that the Application is valid, the Tribunal considers that the new rent proposed by the Landlord is not payable by the Tenant. However, this is ultimately a matter for the County Court to determine.

19. The parties should be aware that such a rent review clause is no longer valid or enforceable following the implementation of the Renters' Rights Act on May 1, 2026. Contractual rent review clauses have been rendered void, meaning landlords cannot use them to automatically or contractually raise rent following the serving of a statutory Section 13 notice (via Form 4A) after 1 May 2026.

Duncan Jagger MRICS Valuer Chair
16 October 2026

ANNEX - 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), the 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. Any appeal in respect of the Housing Act 1988 should be on a point of law.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).