FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	**:**	LON/00BE/MNR/2026/0400
Property	**:**	44 Achilles Close London SE1 5HE
Tenant	**:**	Frank Trew & Camilo Soria Avila
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 31 March 2026, the Landlord served a Notice of Increase in the prescribed form. The notice purported to increase the rent from £1850 to £1,900 per month. Paragraph 4 of the Notice specified: "The starting date for the new rent will be **1 February 2026".**

3. By an application dated the 26 May 2026, the Applicant tenant referred the Notice to the Tribunal.

4. A disputed tenancy agreement between the parties states that the tenancy dated 26 March 2026 commenced on **1 May 2026** for a term of 12 months to terminate on the 30 April 2026. For completeness, it is stated the document was fully executed by all signers. In practical terms, this means that the proposed new rent may not be payable from the date specified, Therefore, the Tribunal may not have jurisdiction to consider the rent. Both parties were invited to make written representations within 28 days. None were received.

The Hearing.

5. A Video hearing via CVP to hear the parties' representations in this case was held on the16 October 2026 . The hearing was attended by Mr Issac Chisel on behalf of the Landlord and the Tenants Frank Trew & Camilo Soria Avila . 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

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

7. In the Tenants application it states they were misled into signing a new tenancy. If valid, then Section 13 notice on 31st March is invalid. If the new tenancy agreement is not valid, and a Section 13 notice is required, the one submitted is factually incorrect in terms of rent amounts.

8. In response to the Application, the Landlord submitted a written statement, it stated that it disagreed with the Application, giving as its reason in one that *"It is denied that the Applicants were misled into signing a new tenancy agreement. 2. As the Applicants only signed the 26 March 2026 tenancy on 31 March 2026, the section 13 notice was served on the application prior to the tenants signing as a contingent, and out of prudence. The Respondent seeks for the tenancy to be valid and therefore the Applicant's application be struck out, but in the alternative, the section 13 be valid"*

9. There are three requirements for a s13 rent increase to be effective. They are set out in section 13(2) of the Housing Act 1988, as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003.

10. The second requirement is that the the starting date for the proposed new rent must not be earlier than 52 weeks after the date on which the rent was last increased using this statutory notice procedure or, if the tenancy is new, the date on which it started,

The Decision

11. There appears to be an error in the Tenants Application before the Tribunal. The new rent specified in the notice of increase was to take effect on **01 June 2026**. Therefore, within one month of the commencement of the tenancy agreement. The effect of this error is that the Application seems to be invalid.

12. 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.

13. 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.

14. Finally, this Tribunal does not have jurisdiction to determine whether the tenancy agreement is legally valid and enforceable. Once again this is ultimately a matter for the County Court.

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).