FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	:	**LON/00BE/MNR/2026/0441**
Property	:	**5 Achilles Close, St James Place, London, SE1 5HE**
Applicant	:	**Morgan Acerbi**
Representative	:	**In Person**
Respondent	:	**BMR St James 2 Ltd**
Representative	:	**Isaac Chisel**
Type of application	:	**Decision in relation to section 13 of the Housing Act 1988**
Tribunal member(s)	:	**Mr Anthony Harris LLM FRICS** **Ms A Onigbode**
Venue	:	**10 Alfred Place, London WC1E 7LR**
Date of decision		**22 October 2026**

DECISION

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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.

Background:

1. The Respondent Landlord served a rent increase notice on the tenant under Form 4 dated 30 March 2026. The Notice specified the rent would increase from 1 June 2026. The notice stated that the first rent increase date after 11 February 2003 is 1 June 2026.

2. The tribunal received an application under section 13 of the Housing Act 1988 on 29 May 2026 and therefore in time for the purposes of s13.

3. The application objected to the validity of the notice of increase as the tenancy agreement contained a rent review clause.

4. In their response on form MR2 dated 10 July 2026 the Landlord agreed the s13 notice was invalid.

5. As the s13 notice was served before 1 May 2026 the Renters Rights Act does not apply.

6. In a decision dated 21 July 2026 a Legal Officer of the tribunal indicated to the parties that the tribunal may not have jurisdiction.

The law:

7. Section 13 of the Housing Act 1988 provides as follows: (emphasis added)

> **Increases of rent under assured periodic tenancies**.
>
> (1)This section applies to—
>
> (a)a statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part I of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and
>
> (b)any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on the tenant, under which the rent for a particular period of the tenancy will or may be greater than the rent for an earlier period.

(2)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—

(a)the minimum period after the date of the service of the notice; and

(b)except in the case of a statutory periodic tenancy

(i)in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began;

(ii)in any other case, on the date that falls 52 weeks after the date on which the first period of the tenancy began; and

(c)if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14

(i)in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect;

(ii)in any other case, the appropriate date

(3)The minimum period referred to in subsection (2) above is—

(a)in the case of a yearly tenancy, six months;

(b)in the case of a tenancy where the period is less than a month, one month; and

(c)in any other case, a period equal to the period of the tenancy.

(3A)The appropriate date referred to in subsection (2)(c)(ii) above is—

(a)in a case to which subsection (3B) below applies, the date that falls 53 weeks after the date on which the increased rent took effect;

(b)in any other case, the date that falls 52 weeks after the date on which the increased rent took effect.

(3B)This subsection applies where—

(a)the rent under the tenancy has been increased by virtue of a notice under this section or a determination under section 14 below on at least one occasion after the coming into force of

the Regulatory Reform (Assured Periodic Tenancies)(Rent Increases) Order 2003; and

(b)the fifty-third week after the date on which the last such increase took effect begins more than six days before the anniversary of the date on which the first such increase took effect.

(4)Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice,—

(a)the tenant by an application in the prescribed form refers the notice to the appropriate tribunal; or

(b)the landlord and the tenant agree on a variation of the rent which is different from that proposed in the notice or agree that the rent should not be varied.

(5)Nothing in this section (or in section 14 below) affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

S14 **Determination of rent by tribunal.**

(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to [the appropriate tribunal] a notice under subsection (2) of that section, the [appropriate tribunal] shall determine the rent…

S14(6) (2) In any case where—

(a) [the appropriate tribunal] have before them at the same time the reference of a notice under section 6(2) above relating to a tenancy (in this subsection referred to as "the section 6 reference") and the reference of a notice under section 13(2) above relating to the same tenancy (in this subsection referred to as "the section 13 reference"), and

(b)the date specified in the notice under section 6(2) above is not later than the first day of the new period specified in the notice under section 13(2) above and

(c)the [appropriate tribunal] propose to hear the two references together,

the [appropriate tribunal] shall make a determination in relation to the section 6 reference before making their determination in

> relation to the section 13 reference and, accordingly, in such a case the reference in subsection(1)(c) above to the terms of the tenancy to which the notice relates shall be construed as a reference to those terms as varied by virtue of the determination made in relation to the section 6 reference.

In Lester v The London Rent Assessment Committee [2003] EWCA Civ 319 Court of Appeal held that the word "refer" means "receipt by" the tribunal.

8. The Court of Appeal considered the question of validity of a landlords notice in Mooney v Whiteland (Neutral Citation Number: [2023] EWCA Civ 67).

9. The Court held that the final decision on the validity of a notice was a matter for the County Court

> *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. In the present case, Miss Whiteland did not refer the notice to the local rent assessment committee. She therefore took the risk that the notice might be held to be valid, in which case the new rent of £100 per week would have taken effect pursuant to section 13(4). But her failure to refer the notice to the committee did not deprive the court of jurisdiction to determine the validity of the notice.*

10. The tribunal 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.

Evidence

11. This decision has been made on the basis of the tenants application and correspondence from both parties.

Decision

12. The parties have agreed that the s13 notice is not valid. A valid notice is a requirement to give the tribunal jurisdiction

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 or case or that part of them. The practical effect of the decision is that unless the Landlord seeks the authority of the County Court that the Notice 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.

Name: Mr A Harris **Date:** 22 October 2026

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), then 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.

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