FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	LON/00BK/MRA/2026/0294
Property	**:**	Flat 4, 90 Mortimer Street, London W1W 7RA
Tenant	**:**	Davide Petrini
Landlord	**:**	The Crown Estate Commissioners
Type of Application	**:**	Assessment of Market Rent sections 13 & 14 Housing Act 1988
Tribunal Members	**:**	Mr D Jagger MRICS Mr T Leppard MRICS
Date of Decision	**:**	14 October 2026

DECISION

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

It therefore 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 15 June 2026, the Landlord served a Notice of Increase in the prescribed form. The notice purported to increase the rent from £3,584.05 to £3,791.67 per month. Paragraph 4 of the Notice specified: "The starting date for the new rent will be **16 August 2026".**

3. By an application dated the 12 August 2026, the Applicant tenant referred the Notice to the Tribunal.

The preliminary issue

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

5. In the Tenant's application it is stated that the Notice may not be legally valid for two reasons and therefore the Tribunal does not have jurisdiction to consider the case. One of these reasons being the Landlord's notice proposing a new rent is defective, as it does not appear to take effect at the commencement of a new period of the tenancy or an agreed upon rent payment date. The Notice of Increase submitted dated 15 June 2026 indicates a proposed increase of £3,791.67, effective from 16 August 2026. However, the tenancy agreement states that the tenancy commenced on 26 July 2025. 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. Written representations were received from the Landlord in connection with another matter, but not this particular issue.

6. The question is whether the incorrect start date in the prescribed section 13 notice is a minor clerical error, or a substantive error which renders the notice invalid. In Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd[1997] AC 749, the House of Lords held that a notice is to be construed as a reasonable recipient would understand it, so that an obvious error will not invalidate a notice where its intended meaning remains clear and unambiguous.

7. The Tribunal is not satisfied that the error in this notice falls into that category. If the Landlord cannot state when the new rent was intended to take effect, a reasonable recipient could not be expected to identify that date with confidence from the notice alone. The Tribunal therefore considers that the error is material.

8. In Mooney v Whiteland [2023] EWCA Civ 67, the Court of Appeal considered whether the Mannai reasonable recipient approach could cure an error in the

date on which a new rent was to take effect, as in this case, and concluded that it could not, and so the date that the Tribunal considers as the date on which the Landlord proposes the new rent to start is 30 June 2026

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 and the Renters' Rights Act 2025. The third requirement: in all cases, the new rent must start at the beginning of a tenancy period. For example: if a monthly tenancy starts on the 20th of April, the new rent must start on the 20th day of the month when the increase begins.

The Decision

10. The new rent proposed under s13 could not commence earlier than 26 August 2026. The Notice of Increase specified that the increase was to take effect on **16 August 2026**. The effect of this error is that the notice is invalid.

11. Whilst the Tribunal is sympathetic towards both parties to have come so far without a rent determination, it follows that the application must therefore 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. It is always open to the Landlord to serve a further Notice of Increase with the correct date.

Duncan Jagger MRICS Valuer Chair
14 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).