	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/OOAR/MNR/2026/0234**
Property	**31 Lower Mardyke Avenue, Rainham, RM13 8PL**
Tenant	**Rita Juskeviciene and Ramunas Juskevicius**
Tenant's Representative	**Monika Milasiene**
Landlord	**Anita Sharma**
Landlord's Address	**31 Wokindon Road, Essex, RM16 4QT**
Landlord's Representative	**None**
Date of Application	**2 April 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 and 14 of the Housing Act 1988**
Tribunal Members	**R Waterhouse FRICS** **S Shaw**
Date of Decision	**17 September 2026**
Decision	**The application is 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 FOR THE DECISION

Background

1. On 19 March 2026, the Landlord served a notice under section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £2250.00 per calendar month (pcm) in place of the existing rent of £ 1900.00 pcm to take effect from 4 May 2026.

2. On 2 April 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.

3. The tenancy commenced on 4 June 2025. The rental period is monthly.

Hearing

4. The Tenant Applicant, Rita Juskeviciene, was present but took no part in the hearing. The Tenant Applicant was represented by Ms Milasiene. The Respondent Landlord, Anita Sharma, attended in person.

Jurisdiction

5. The Tenant Applicant contended that they had been offered by the Landlord, a new tenancy that commenced on 4 July 2025 with a duration of 24 months terminating on 3 July 2027 and that the new tenancy had a rent of £1900.00 pcm.

6. The Tenant Applicant noted that prior to this offer of a new tenancy the rent previously paid was £1750.00 pcm.

7. The Tenant Applicant said that on 8 August 2026 at 7 pm they had returned a signed copy of the tenancy but conceded it was signed only by Rita Juskeviciene. Previous tenancies in the property had been signed by both occupants – Rita Juskeviciene and her husband Ramunas Juskevicius.

8. The Respondent's position was that as the tenancy had not been signed by both parties and indeed not counter signed by the Landlord, then the tenancy did not exist.

Analysis and Decision

9. The Tribunal does not have jurisdiction to make determination on tenancies. The Tribunal has limited jurisdiction to determine whether section 13 Notices are valid. If a section 13 Notice is valid the tribunal can go on to make a section 13 determination of the rent.

10. The case of *Mooney v Whitehead* [2023] EWCA Civ 67 confirmed that the Tribunal does not have the jurisdiction to determine whether a Notice of Increase for all purposes is valid or not. However, the Tribunal 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.

11. If there was no new contractual tenancy then the previous statutory periodic tenancy would continue from the expiration of the previous contractual tenancy. With this outcome, the Landlord could issue a section 13 Notice and the Tribunal could make a determination of rent under that basis.

12. If the Tribunal found that on the balance of probabilities there probably was a new contractual tenancy, in this case from 4 July 2024 for 24 months then, there is no opportunity for the Landlord to issue a section 13 Notice mid contractual tenancy.

13. The facts here are that the Tenant Applicant signed the proposed tenancy that was to run from 4 July 2024 for 24 months at a rent of £1900.00 pcm. The other Co-Tenant did not sign. The Landlord did not sign.

14. The new contractual tenancy was for a rent of £1900.00 pcm which is different from the previous rent of £1750.00 pcm. The Tenant paid £1900.00 in furtherance of the new tenancy. The Landlord accepted the £1900.00 from August 2025. These facts are agreed and common between the two parties.

15. The Landlord confirms that they accepted the rent of £1900.00 but does not accept the new contractual tenancy was in place.

16. It is possible that the £1900.00 came about from a previous section 13 Notice served under the statutory periodic tenancy but there were no evidence or contentions on this so the Tribunal finds this was not the basis of the £1900.00 pcm.

17. The Tribunal finds the only basis of the £1900.00 pcm was that it was the rent reserved in the new tenancy. The Tenant paid it and the Landlord accepted it.

18. The Tribunal finds that it is probable that a new contractual tenancy exists and as such, the Tribunal finds that a section 13 Notice dated 4 May 2026 probably

could not be served mid contractual period. That the section 13 Notice relied upon by the Landlord is probably invalid.

19. In these circumstances the Tribunal does not have jurisdiction to make a determination under section 13 because there is no valid section 13 Notice to make it against.

20. The application is 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 rent payable remains that in the probable contractual tenancy of £1900.00 pcm.

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.