FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AW/MRA/2026/0418**
Property	**:**	**Flat 1, 81 Cambridge Gardens London W10 6JE**
Applicant	**:**	**David Irving (Tenant)**
Representative	**:**	**Duncan Lewis (Solicitors)**
Respondent	**:**	**Anne Marie Costa Matthew Court (Landlords)**
Representative	**:**	**None**
Type of Application	**:**	**Section 13(4) Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS S. King**
Date and venue of Hearing	**:**	**3 November 2026 First Tier Tribunal HMCTS 10 Alfred Place London WC1E 7LR**
Date of Decision	**:**	**3 November 2026**

REASONS FOR DECISION

Background

1 The First Tier Tribunal Property Chamber, received an application dated 26 August 2026 on the online Form MR1, from the tenant. The application was for determination of a new rent of the Property under S.14 by the Tribunal.

Validity

2 In order for the Tribunal to have jurisdiction to be able to determine a new market rent under S.14 of the Housing Act 1988, from the effective

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date in the landlord's Form 4a, the tenant must: 1. Refer the rent increase to the Tribunal before the start of the new rent period, stated in the notice to be 14 October 2026: They did, on 26 August 2026. The tenant must also: 2. Provide a copy of the landlord's Notice of rent increase: They did. 3. Provide a full copy of their tenancy: They did.

3 However in order for the Tribunal to have jurisdiction to be able to determine a new market rent under S.14 of the Housing Act 1988, from the effective date in the landlord's Form 4a, the landlord's notice must be valid.

4 The Act requires the Form 4a notice to be served: 1. At least 52 weeks after the last S.13 notice was served on the tenant: It was. 2. At least two calendar months prior to the date chosen as the start date for the new rent: It was. Notice was served on 30th July 2026 and gave the start date as 14th October 2026. 3. Set out the start date for the new rent which must be the start of a rent period. It was not. The start date has to be the 20th of the month but the landlord had selected 14th October 2026.

5 There was no oral hearing.

Landlord's Representations on Validity in Form MR2

6 The Tribunal received no representations.

Tenants' Representations on Validity in Form MR3

7 The Tribunal received no representations.

Law

Housing Act 1988. S.13 Increases of rent under assured periodic tenancies, tenancies other than relevant low-cost 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.

(1) This section applies to any assured tenancy other than a relevant low-cost tenancy.

(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 two months after the date of the service of the notice; and

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

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

(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 below either —

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

(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 applies to the appropriate tribunal under section 14(A3); or

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

(4A) The rent for a period of an assured tenancy to which this section applies may not be greater than the rent for the previous period except by virtue of—

(a) a notice under this section or an agreement under subsection (4)(b) following such a notice,

(b) a determination under section 14, or

(c) an agreement in writing between the landlord and the tenant varying the rent, following a determination by the appropriate tribunal under section 14, where the agreed rent is lower than the rent that would be payable under section 14ZA or 14ZB as a result of the determination;

and any provision relating to an assured tenancy to which this section applies is of no effect so far as it provides that the rent for a particular period of the tenancy must or may be greater than the rent for the previous period otherwise than by virtue of a notice, determination or agreement mentioned in this subsection.

(4B) Except as provided by subsection (4A), nothing in this section (or in sections 14 to 14ZB) limits any right of the landlord and the tenant under an assured tenancy to which this section applies to vary any term of the tenancy by agreement.

(4C) In this section "relevant low-cost tenancy" means—

(a) an assured tenancy of social housing, within the meaning of Part 2 of the Housing and Regeneration Act 2008, where the landlord is a private registered provider of social housing, and

(b) any other assured tenancy of a description specified in regulations made by the Secretary of State.

(4D) Regulations under subsection (4C)(b)—

(a) may make different provision for different purposes;

(b) are to be made by statutory instrument.

(4E) A statutory instrument containing regulations under subsection (4C)(b) is subject to annulment in pursuance of a resolution of either House of Parliament.

(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).

Decision

8 The Tribunal on its reading of the original tenancy found that it ran from 20 August 2020 for 6 months and thereafter a statutory periodic tenancy. The effective date of any new rent must be the same day of a month, which is the 20th of each month. The notice served, does not adopt the correct date. The notice is invalid. Note 4 on the standard Form 4, reminds landlords of this requirement.

9 There being no valid notice of rent increase for the reason above, there is nothing for the Tribunal to determine. The rent remains unchanged at its passing level, stated by the tenant to be £2725 pcm.

Name: N. Martindale FRICS Date: 3 November 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).