

FIRST - TIER TRIBUNAL

PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**MAN/00CE/MNR/2026/0229**
Property	**48 Oldfield Crescent, Stainforth, Doncaster DN7 5PF**
Tenant	**Megan O'Brien**
Tenant's Representative	**N/A**
Landlord	**Paul Docherty**
Landlord's Representative	**N/A**
Type of Application	**Determination of Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Watkin** **Valuer Member – Nigel Foster FRICS**
Date of Decision	**29 October 2026**

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DECISION

The notice dated 7 April 2026 proposing an increase in rent is invalid and of no effect.

The Tribunal makes no determination of market rent.

REASONS FOR THE DECISION

Background

1. The Property is a semi-detached house at 48 Oldfield Crescent, Stainforth, Doncaster DN7 5PF.

2. The Tenant's tenancy commenced on 22 May 2018 at a rent of £450 per calendar month.

3. By notice dated 7 April 2026, the Landlord proposed an increase in rent to £750 per calendar month with effect from 4 June 2026. The Tenant referred the notice to the Tribunal for determination pursuant to sections 13 and 14 of the Housing Act 1988.

4. Pursuant to the applicable transitional provisions, the tenancy remains subject to the version of section 13 of the Housing Act 1988 in force before the amendments introduced by the Renters' Rights Act 2025.

Hearing

5. An oral hearing took place on 17 September 2026.

6. The Tenant attended and gave detailed evidence regarding the condition of the Property. The Landlord did not attend.

7. The Tenant described a number of defects including water ingress from the bathroom into the kitchen ceiling, defects affecting doors and glazing, concerns regarding the condition of the outbuilding roof, damp and mould, and other outstanding repair issues. The Tenant also referred to action taken by the local authority, including serving a Hazard Awareness Notice and, with the permission of the Tribunal, provided further documents and photographs in support of her evidence immediately following the hearing.

8. The Tribunal considered the evidence before it, including the application, the documents contained within the bundle, the Tenant's oral evidence and the additional documents submitted after the hearing.

9. On considering the documentation following the hearing on 17 September 2026, the Tribunal identified a potential issue regarding the validity of the notice under section 13(2) of the Housing Act 1988 and issued written directions inviting submissions from the parties on that issue.

10. The Tenant subsequently provided written submissions contending that the notice was invalid because the date specified for the proposed increase in rent did not coincide with the commencement of a new period of the tenancy.

11. By letter dated 4 October 2026, the Landlord provided further written representations. The Landlord's representations addressed matters relating to the level of rent and the history of dealings between the parties but did not address the validity of the notice or the issue identified in the Tribunal's directions.

12. The Tribunal has taken account of all written representations received following the hearing.

Tenant's Position

13. Within her evidence, the Tenant disputed the proposed increase and contended that the Property suffered from significant disrepair such that the proposed rent substantially exceeded the market rental value of the Property.

14. By her written submissions sent to the Tribunal on 22 September 2026, the Tenant confirms that the first day of a new period of her tenancy is the 5th of each month and, therefore, she agreed that the notice fails to comply with the statutory requirements.

Landlord's Position

15. The Landlord relied upon comparable evidence and contended that the proposed rent reflected the market rental value of the Property.

16. The Landlord did not comment on the validity of the notice.

Legislation

17. Section 13(2) of the Housing Act 1988 provides that a landlord may serve a notice proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice.

18. The Tribunal's jurisdiction to determine a rent under section 14 depends upon the existence of a valid notice under section 13.

Analysis and Determination

19. Although neither party raised an issue regarding the validity of the notice, the Tribunal considered the issue when reviewing the documentation following the hearing. Directions were, therefore, issued on 17 September 2026 inviting submissions from the parties. The Tenant provided submissions on the issue. The Landlord's subsequent correspondence dated 4 October 2026 did not address the validity of the notice. The Tribunal has nevertheless considered the issue of its own motion because it concerns the Tribunal's jurisdiction under sections 13 and 14 of the Housing Act 1988.

20. The tenancy commenced on 22 May 2018 and the Tribunal has seen no evidence that the tenancy periods subsequently altered. The Tribunal therefore finds that the monthly tenancy periods commence on the 22nd day of each month.

21. The notice dated 7 April 2026 proposed that the new rent should take effect on 4 June 2026. The Tribunal finds that 4 June 2026 was not the beginning of a new period of the tenancy and that the correct date that should have been included within the notice was the 22nd of the month.

22. Section 13(2) requires the notice served to propose rent that is to take effect at the beginning of a new period of the tenancy. The date specified in the notice does not comply with that statutory requirement.

23. The Tribunal has considered the principles in *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* 1997 AC 749 and whether the reasonable recipient would have understood the intention of the notice. In this regard, the Tribunal has some doubt as the reasonable recipient is not required to have detailed knowledge of the law and considers that the reasonable recipient would have understood the notice to be requiring that the new rent commenced on 4 June 2026 and not at the beginning of a new period.

24. In any event, the Tribunal considers this case to be more analogous to the case of *McDonald v Fernandez* 2003 EWCA Civ 1219 in which the Court of Appeal held that a notice was invalid where it did not comply with statutory requirements, irrespective of whether the notice was sufficiently clear and unambiguous.

25. The Tribunal has, therefore, concluded that the notice is invalid for the purposes of section 13(2) of the Housing Act 1988 an the Tribunal has no jurisdiction to determine the rent.

26. Although the Tribunal heard evidence regarding the condition of the Property and the appropriate market rent, it is unnecessary and inappropriate to make findings on those matters in circumstances where the notice is invalid.

27. The Tribunal therefore makes no determination as to the market rental value of the Property.

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 of 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.

Judge R Watkin