	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00CB/MRA/2026/0076**
Property	**17 Agnes Grove, Wallasey, Wirral, CH44 1DH**
Tenant	**Jennifer Henry**
Tenant's Representative	**Katie Henry**
Landlord	**Julie and John Ineson**
Landlord's Address	**18 Penkett Road, Wallasey, Wirral CH45 7QN**
Landlord's Representative	
Date of Application	**22 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr N Swain MRICS (Chair)** **Mr A Macpherson**
Date of Decision	**09 November 2026**

DECISION

The Tribunal finds that the Landlord's notice is valid.

The Tribunal declines to Order the Landlord to reimburse the Tenant's application fee of £47.00

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REASONS FOR THE DECISION

Background

1. On 27 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £825.00 per calendar month(pcm) in place of the existing rent of £820.00 pcm to take effect from 16 August 2026.

2. On 22 July 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 16 September 2013. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In their application form, which only challenged the legal validity of the notice, the Tenant has indicated that they consider the Landlord's notice to be invalid due to the current rent figure being incorrect. They identify the rent currently being paid as £650.00 pcm, rather than £820.00 pcm.

5. The Tenant notes that the rent had been increased to £820.00 pcm. However, they state that the previous increase had not included a correctly served notice. Further, the Landlord had agreed to continue to accept £650.00 pcm due to issues with the Property and the Tenant's imminent departure from the Property.

6. The Landlord did not respond to this point in their documentation.

7. The Tribunal considered the point of validity. The Landlord had used the prescribed form for the notice. They had completed the form, stating the correct dates and the proposed new rent. It is clear that there was ambiguity over the current rent, it having been potentially increased to £820.00pcm and then the Landlord agreeing to continue to accept £650.00pcm as the Tenant was leaving. Nor was the notice signed. However, the Tribunal does not consider that this is fatal to the notice. The notice was clear and unambiguous as to the new rent being proposed and the date it would take effect (and that date is correct). Therefore, the Tribunal considers the notice to be valid.

Reimbursement of Fees

8. The Tenant has requested the Tribunal make an Order that the Landlord should reimburse their application fee of £47.00. The request was made on the basis that the notice was invalid. The Landlord did not respond.

9. The Tribunal declines to Order the Landlord to reimburse the Tenant's application fee of £47.00.

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.