



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : MAN/00CJ/MNR/2020/0051

Property : 22 Northumberland Gardens, Jesmond Vale
Newcastle upon Tyne NE2 1HA

Applicant : Patricia Brown (Tenant)

Respondent : Kristopher Wilkinson

Type of Application : Housing Act 1988 Section 14 (the “Act”)

Tribunal Members : I D Jefferson FRICS
K Usher

Date of determination : 24 March 2021

DECISION

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Decision

1. The Respondent's Notice proposing an increase in rent is invalid therefore this Tribunal have no jurisdiction to determine the rent in respect of that Application.

Background

2. The Applicant, the Tenant of the property, referred to the Tribunal by Application (the Application) notice of increase in rent (the Notice) by the Landlord of the property under Section 13 of the Housing Act 1988.
3. The Notice is dated 23 September 2020 and proposed a new rent of £800.00 to be effective from 3 November 2020 in replace of the existing rent of £500.00 per calendar month.

Inspection

4. Owing to COVID the Parties were made aware that the Tribunal were unable to undertake any internal inspection. However the Parties were requested to put forward comment in respect of the internal condition and detailed representations were received on this aspect from both Parties, including photographs.

Neither Party requested a hearing and both were informed that the Tribunal would consider the matter without the Parties being present. The Tribunal inspected the property externally from the front street.

5. The property is a ground-floor mid-terrace Tyneside type flat built around 1920 of brick elevations under a pitched slate roof. For reasons which will become apparent later in this determination the Tribunal do not intend to detail the accommodation, nor the condition of the property, nor indeed summarise the arguments before the procedural chairman regarding the identity of the Landlord and the validity of the Notice in that regard.

The Law

6. The Tribunal first had to determine that the Tribunal had jurisdiction to hear the Application by reference to the correct form of notice to initiate the procedure to permit referral to the Tribunal so that the Tribunal had to determine that the landlord's notice under Section 13 (2) satisfied the requirements of that section and was validly served.
7. The Act provides in section 13(2) as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003 that the date in paragraph 4 of the Landlord's notice (the date the new rent becomes payable) must comply with three requirements.
8. The first requirement is that a minimum period of notice must be given before the proposed new rent can take effect. That period in this case, assuming the Notice to be valid, is one month.

9. The second requirement is that the starting date must not be less than 52 weeks after the date on which the rent was last increased using this procedure. (There are exceptions to this but they do not apply in this case.)
10. The third requirement is that the proposed new rent must start at the beginning of a period of the tenancy (see paragraph number 17 of the Guidance Notes forming part of the prescribed form of the Landlord's Notice).
11. Section 14 of the Act requires the Tribunal to determine the rent at which it considered the subject property might reasonably be expected to be let on the open market by a willing Landlord under an Assured Tenancy in so doing the Tribunal is required by Section 14 (1) to ignore the effect on the rental value of the property of any relevant tenants' improvements as defined in Section 14 (2) of the Act.
12. Only if a landlord's notice complies with each of the requirements referred to above does a Tribunal have jurisdiction to determine a rent under section 14 of the Act.

The Tribunal's Decision

13. The Tribunal found the following facts:

the new Tenancy Agreement signed 3 February 2020 has a term of only around 4 months. It is also stated that possession would be granted a few weeks before the commencement date.

It is a requirement of the Housing Legislation that any Assured Shorthold Tenancy must be for a fixed term granted for a term certain of not less than 6 months. The term of the Tenancy Agreement signed 3 February 2020 does not fulfil this requirement.
14. Paragraph 9 of this Decision refers to starting date being not less than 52 weeks ... This requirement has not been met.
15. The Tribunal went on to consider whether the previous Tenancy Agreement, from 1995 might be relevant and applicable. Whilst the Tribunal make no findings as to whether this is correct procedure, they did consider the Landlord's Notice of Rent Increase vis-à-vis the 1995 Agreement and find that it falls foul of the third requirement set out in Paragraph 10 of this Decision.
16. Thus in summary the Landlord's Notice is defective for multiple reasons and the Tribunal has no jurisdiction to proceed to a determination of the rent. The Landlord's proposal to increase the rent therefore fails.

I D Jefferson
Tribunal Chairman
24 March 2021