

**Y TRIBIWNLYS EIDDO PRESWYL**  
**RESIDENTIAL PROPERTY TRIBUNAL**  
**RENT ASSESSMENT COMMITTEE**

Reference: RAC/0016/12/21

In the matter of 95 Caer Wenallt, Cardiff, CF14 7TJ

In the matter of an application under Section 13(4) Housing Act 1988

APPLICANT: Marie-Celine Glenn

In Person

RESPONDENT: Aidra Arian

Representative: Darlows as Spicerharrr Residential Management Ltd

Tribunal: Mr. M Hunt (Chairman)

Mr. M. Taylor (Valuer)

Date of determination: 5 April 2022

**DECISION**

For the reasons given below, the Rent Assessment Committee finds, as a preliminary matter, that the purported notice to increase the rent was ineffective as it does not comply with the statutory requirements laid down in s.13(2) of the Housing Act 1988. Therefore, it has no jurisdiction to determine the rent under s.14 of that Act. Consequently, the rent remains at £1,150 per month.

**REASONS FOR DECISION**

**The Facts**

1. The Applicant is the tenant of 95 Caer Wenallt, Cardiff, CF14 7TJ. She entered into an assured shorthold tenancy with the Respondent on 18 August 2020. The tenancy was for a fixed term of 12 months commencing on 25 October 2020, becoming a monthly periodic tenancy at the end of the fixed term. The agreed monthly rent was £1,150.
2. By notice dated 20 October 2021, the Respondent's agent purported to increase the rent to £1,650 pcm in accordance with s.13 of the Housing Act 1988 (the "Notice" and the "Act" respectively). The Notice was sent to the Applicant under cover of a letter of the same date. Neither the Notice, nor its covering letter, specified the date from which the new rent would apply.

3. On 11 December 2021, the Applicant referred the Notice to this Rent Assessment Committee, purportedly in compliance with s.13(4) of the Act.
4. On 6 January 2022, this Committee made directions for the preparation of the case and the submission of arguments and evidence. The Applicant sent in written submissions by email dated 9 February 2022 and provided a copy of the tenancy agreement. The Respondent or its agent gave no response.
5. The matter was determined on the papers on 5 April 2022 when the Committee convened remotely through the Cloud Video Platform (CVP).

### **The Law**

6. S.13 of the Act provides as follows (excerpt, with wording of particular relevance to this application highlighted in bold).

#### ***13 Increases of rent under assured periodic 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.*

*(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 after the date of the service of the notice; and***

*(b) [omitted]*

*(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—*

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

*(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; or*

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

*(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).*

### **The Determination**

7. The Notice was prepared in the prescribed form, but it was incomplete. Notably, it did not state the beginning of the new period of the tenancy from which the increased rent would apply. The form is short and straightforward to complete. The only substantive information to include relates to the new rental amount and its date of effect. The provision of a date is not only necessary for proper compliance with the Act, but is of critical importance to informing a tenant of the date from which increased rental payments must be made. Non- or late payment of rent can have serious

consequences and it is incumbent on a landlord to provide certainty as to the amount of the proposed rent and from when it is to apply. Provision of a date is also critical for establishing the timeframe within which future rent increases may be made. This information is also important for third parties (including this Rent Assessment Committee) to enable them to determine whether, for instance, a s.13(4) application is made in time, the date on which any prior rental increase took effect, and whether any back rent has accrued.

8. The Act does not provide for rental increases to be mandatory, or for fixed periods within which any increase, once notified, must come into force. Rather it provides for a “minimum period” of notice to be given to a tenant, and that period needs to be specified clearly in the Notice. It was not.
9. Accordingly, this Rent Assessment Committee finds that the Respondent’s failure to state the date from which the purported rental increase was to come into effect renders the Notice invalid and without effect. The rent therefore remains at £1,150 per month payable on the 25<sup>th</sup> of the month, being the date of commencement of rental periods.

Dated this 7<sup>th</sup> day of April 2022

M Hunt  
Chairman