

MIDLAND RENT ASSESSMENT PANEL

Ref : BIR/OOCQ/MNR/2003/0054

DETERMINATION AS TO JURISDICTION OF A RENT ASSESSMENT COMMITTEE IN RESPECT OF 74 SUNNINGDALE AVENUE COVENTRY WEST MIDLANDS CV6 4B2

Introduction

1. This case concerns a preliminary issue as to the jurisdiction of a Rent Assessment Committee to make a determination under section 14 of the Housing Act 1988 ("the 1988 Act").
2. The tenants, Mr & Mrs A Isherwood, hold the subject property under an assured periodic tenancy under the 1988 Act. The landlord of the property is Mr J Kaur
3. On 23 July 2003 the landlord served on the tenant a Landlord's Notice under section 13(2) of the 1988 Act proposing a new rent as from 17 September 2003. In response, by an application dated 28 August 2003, the tenants, referred the Landlord's Notice to a Rent Assessment Committee of the Midland Rent Assessment Panel under section 13(4)(a) of the 1988 Act.
4. The preliminary issue as to jurisdiction arises because of the points raised by the tenants' solicitors, Blakemores, in their letter to the Midland Rent Assessment Panel of 9 September 2003.
5. The issue for determination is whether the notice given by the landlord in the present case is valid.
6. A Rent Assessment Committee was constituted for the purpose of determining the preliminary issue and the hearing was held on 26 November 2003. The tenants were present and were represented by Mr Michael Baxendale of Blakemores. The Landlord did not attend nor was she represented.

The Hearing

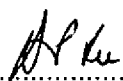
7. Mr Baxendale on behalf of the tenants submitted that the application was invalid on the three grounds set out in his letter to the Midland rent Assessment Panel of 9 September 2003.

8. Mrs Isherwood gave evidence that the original tenancy was granted orally on 6 April 1994 following a meeting with the landlord to whom she paid a £200.00 deposit and the first month's rent of £320.00
9. Mr Isherwood in evidence denied that he had ever signed the letter of 5 November 1994 (as referred to in Blakemore's letter to the Panel of 9 September 2003) and claimed that this was a forgery. His solicitor Mr Baxendale said that he had requested a sight of the original of this letter but this had not been produced to him for inspection.

Determination of the Committee

10. Section 13(2) of the 1988 Act provides that "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....."
11. The Committee on the evidence of Mr & Mrs Isherwood find that a monthly periodic tenancy was created on 6 April 1994 with the consequence that the notice under Section 13(2) of the 1988 Act should have proposed that the rent specified in that notice was to take effect from the 6 day of the next appropriate month in accordance with sections 13 (2) and (3) of the 1988 Act, being the date which was "the beginning of a new period of the tenancy". As the date specified in the landlord's notice was 17 September 2003 the Committee find that the landlord's notice is invalid in consequence of its failure to comply with section 13(2) of the Housing Act 1988.
12. The Committee accordingly determine that it has no jurisdiction to consider the application of 31 July 2003 on the ground that the landlord's notice of 23 July 2003 was invalid.

Signed

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Anthony Peter Bell

Dated

09 DEC 2003