

Midlands Rent Assessment Panel
Reference: BIR/44UD/MNR/2005/0140
35 Pinfold Street, Rugby, Warwickshire CV21 2JD

Decision as to Jurisdiction

1. On 28th July 1973 the Coventry Churches Housing Association Limited (“CCHA”) granted Alan Frew and Denise Harrington (“the Tenants”) an assured tenancy of 35 Pinfold Street, Rugby, Warwickshire CV21 2JD (“the premises”) at a weekly rent of £41.08 commencing on Saturday 31st July 1993.
2. It appears to the Committee that CCHA’s interest in the premises must have passed to Touchstone Housing Association Limited (“the Landlord”).
3. By a notice dated 19th September 2005 the Landlord proposed a new rent in respect of the premises of £68.54 per week in place of the current rent of £64.23. The starting date proposed in the notice was 31st October 2005, which is a Monday.
4. On 23rd September 2005 the Tenants applied under section 13(4) of the Housing Act 1988 (“the Act”) for the Landlord’s proposed rent to be referred to the Rent Assessment Committee.
5. The Midlands Rent Assessment Panel considered that that the Committee may not have jurisdiction to determine the rent on the ground that the Landlord’s notice was defective since the new rent did not appear to take effect at the commencement of a new period of the tenancy (“the jurisdiction issue”).
6. On 5th October 2005 the Panel office wrote to the Landlord and the Tenants to inform them that the Committee proposed to hold an oral hearing on 28th October 2005 to determine the jurisdiction issue. The Tenants informed the Panel that they did not want an oral hearing of the

jurisdiction issue and did not want to send written representations. The Landlord did not reply to the Panel's letter.

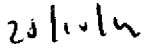
7. On 28th October 2005 the Committee considered the jurisdiction issue. The Committee considered the relevant parts of section 13(2) of the Act which provide that:

“For the purpose of securing an increase in 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,”

8. The Committee considered that the phrase *“to take effect at the beginning of a new period of the tenancy”* means that the landlord's notice must provide a starting date for a new rent at the beginning of a new period of the tenancy. Since the tenancy of the premises in question was a weekly tenancy commencing on a Saturday, to be effective the Landlord's notice must specify a Saturday as the starting date for a new rent.
9. The Landlord's notice dated 19th September 2005 specified Monday 31st October 2005 as the starting date. Accordingly, in our view, it does not comply with the requirements of section 13(2) of the Act and we determine that we do not have jurisdiction to hear the Tenants' application.


.....

John de Waal
Chairman


.....

Date