

**Midland Rent Assessment Panel**

**Reference: BIR/00LG/MNR/2006/0129**

**Decision as to Jurisdiction of the Rent Assessment Committee in respect of  
School House, Main Road, Denstone, Uttoxeter, Staffordshire ST14 5HF**

Tenant: Mr Stephen Webb

Landlord: All Saints P.C.C

Committee Members: Mr S Duffy  
Mr R Folwell FRICS  
Mr D Underhill

Committee Meeting: 21 August 2006

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School House, Main Road, Denstone, Uttoxeter, Staffordshire ST14 5HF

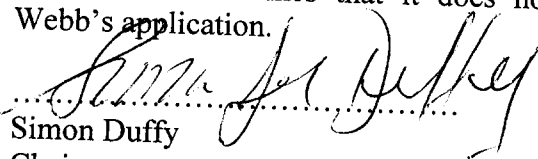
### Decision as to Jurisdiction

1. On 20 April 1990 Mr Stephen Webb acquired an assured periodic monthly tenancy of School House, Main Road, Denstone, Uttoxeter, Staffordshire T14 5H (the Premises”).
2. By a notice dated 26 June 2006 (“the Notice”) All Saints P.C.C. (“the Landlord”) proposed a new rent in respect of the premises of £360 per month in place of the current rent of £110 per month. The starting date proposed for the new rent was 7 August 2006.
3. On 28 June 2006 Mr Webb 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. At paragraph 4 of the application Mr Webb stated that the tenancy had begun on “*January 1<sup>st</sup> 1985*”. At paragraph 10 of the application form Mr Webb stated that he “*cannot find original 1985 agreement. Please find updated 1990 agreement*”. Mr Webb appended to the application, the Notice, a copy of a Letting Agreement dated 20 April 1990 together with additional submissions.
4. Mr Webb wrote to the Panel Office on 1 July 2006 enclosing a copy of the Guidance Notes served by the Landlord which had accompanied the Notice referred to at paragraph 2 above.
5. On 10 July 2006 the Panel Office wrote to the Landlord and the Tenant to inform them that the Committee proposed to hold an oral hearing on 21 August 2006.
6. On 16 July 2006 Mr Webb in response to the Panel’s form MR04, stated that he did not wish to attend a hearing but wished to make written submissions which he appended to Panel’s form.
7. On 20 July 2006 Mr Wetton on behalf the Landlord, in response to the Panel’s form MR04, stated that he did not wish to attend a hearing but wished to make written submissions which he wrote on the rear of the Panel’s form. The Landlord made further representations by way of a letter dated 4 August 2006.

8. On 21 August 2006 the Committee inspected the property. Both Mr Webb and Mr. McGuinness (on behalf of the landlord) were present. Neither the Landlord nor Mr Webb wished to attend a hearing and none was arranged.
9. The Committee considered Mr Webb's submissions attached to his application, which queried the nature of the tenancy and whether, by implication, the form of notice used by the landlord could be used to increase the rent for the Premises.
10. Mr Webb was not able to exhibit the agreement which he claims commenced on 1 January 1985 but included a copy of the agreement dated 20 April 1990 with the application.
11. A tenancy of all or part of a house, flat maisonette, or bungalow made before 15 January 1989 is, subject to certain exceptions, normally a regulated tenancy. Accordingly, Mr Webb's tenancy commencing 1 August 1986 was a regulated tenancy. However, the later agreement dated 20 April 1990 supersedes the agreement of 1 August 1986. Most tenancies granted after 15 January 1989 are likely to be assured tenancies, as in this case.
12. Accordingly, Mr Webb occupies the Premises by virtue of an assured tenancy as he had lived at the Premises all his life. In addition, given that the rent is payable monthly then the tenancy is an assured periodic monthly tenancy.
13. The Committee then considered the relevant parts of section 13(2) of the Act which provides 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,..."*
14. The Notice was served using Form 4B which is the form prescribed for the purposes of Section 13(2) of the Act by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003. All sections have been completed and the Guidance Notes were served with the Notice. Accordingly, in the Committee's view the Notice was in the prescribed form.
15. 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 monthly tenancy which commenced on 20 April 1990, in order to be effective the landlord's Notice must specify the 20<sup>th</sup> of the month as the start date for a new rent.

16. The Notice dated 21 June 2006 specifies 7 August 2006 as the starting date. Accordingly, in the view of the Committee, the Notice does not comply with the requirements of section 13(2) of the Act and the Committee determines that it does not have jurisdiction to hear Mr Webb's application.

  
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Simon Duffy  
Chairman

**12 SEP 2006**  
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Date