

RESIDENTIAL PROPERTY TRIBUNAL SERVICE EASTERN RENT ASSESSMENT PANEL

STATEMENT OF REASONS FOR THE DECISION OF THE COMMITTEE WHICH MET ON 25th OCTOBER 2005 TO DETERMINE THE QUESTION OF JURISDICTION IN RESPECT OF AN APPLICATION UNDER THE HOUSING ACT 1988 s.13(4)

Property	: 32 Cordell Road, Sudbury, CO10 9EH
Landlord	: Henry Ruse
Tenant	: Miss R Aby
Case Number	: CAM/42UB/MNR/2005/0103

MEMBERS OF THE COMMITTEE

D S Brown FRICS MCI Arb (Chair)

B M Edgington

THE DECISION

- 1. The Committee finds that it does not have jurisdiction in this case because the notice of rent increase is not a valid notice under the provisions of s.13 of the Housing Act 1988.**

THE APPLICATION

2. Miss Aby has submitted an application under s.13(4) of the Housing Act 1988, referring to the Rent Assessment Committee a notice of rent increase which has been served upon her under s.13(2) by Mr Ruse.
3. The Committee initially considered that it did not have the power to determine the rent because the rent increase notice does not comply with the statutory requirements and was not a valid notice. The Committee notified the parties by letter dated 30 September that it would hold a hearing on 25 October 2005 to determine the issue. It informed the parties of their right to attend or be represented at the hearing and that if they did not respond to that letter it would be assumed that they did not wish to attend or be represented, in which case the Committee would consider the matter on the basis of the facts available to it. Neither party responded or attended and the Committee has therefore determined the matter on the papers submitted with the application.

THE LAW

4. S.13(2) of the Act provides that a landlord of a property let on an assured periodic tenancy “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 not earlier than –
 - (a) the minimum period after the date of service of the notice; and*(subsections (b) and (c) are not relevant to this case)*
5. S.13(3) provides that the minimum period 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.

THE TENANCY

6. Miss Aby provided a copy of a tenancy agreement dated 4 June 1999, creating a tenancy which commenced on 22 May 1999 with the rent payable monthly. This is an assured periodic tenancy.

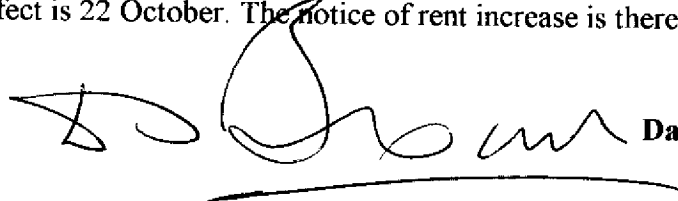
THE NOTICE

7. Mr Ruse served a notice of rent increase on Miss Aby using the prescribed Form No. 4B. The notice is dated 18/9/05. It proposes a new rent of £535 per month and states that “the starting date for the new rent will be 22 August 2005”.

THE COMMITTEE’S FINDINGS

8. The period of this tenancy is one month. The minimum period of notice under s.13(3)(c) is therefore one month in this case. The notice served by Mr Ruse proposes a new rent to take effect on 22 August, which is prior to the date of the notice. The earliest date on which the new rent in a notice served on 18 September could take effect is 22 October. The notice of rent increase is therefore not a valid notice.

Signed:



Date: 26th October 2005

D S Brown FRICS MCI Arb (Chair)