

**Y TRIBIWNLYS EIDDO PRESWYL**  
**RESIDENTIAL PROPERTY TRIBUNAL**  
**RENT ASSESSMENT COMMITTEE**  
**(Housing Act 1988)**

**Reference:** RAC/0001/04/15

**Property:** 17,Ffordd Ottoway, Splott, Cardiff CF24 2FB

**Landlord:** Cardiff Community Housing Association

**Tenant:** Ms Tracey Jones

**COMMITTEE:** Richard Payne LLB MPhil  
Paul Lucas FRICS

**DECISION OF THE RENT ASSESSMENT COMMITTEE**

1. The Rent Assessment Committee has no jurisdiction to deal with this matter.

**REASONS FOR THE DECISION OF THE RENT ASSESSMENT COMMITTEE**

2. The Applicant, by way of application form dated 20<sup>th</sup> March 2015 sought to challenge a notice by letter that she had received from the Respondent dated 9<sup>th</sup> March 2015 informing her that her rent was to be increased with effect from the 13<sup>th</sup> April 2015 to a new total of £97.68 per week inclusive of service, water and heating charges. The Respondent's letter of 9<sup>th</sup> March 2015 included the advice that "You have the right to appeal your Rent to the Rent Assessment Committee and Service Charges to the Leasehold Valuation Tribunal." The contact number for the tribunal was also provided. The Applicant is a tenant of a one bedroom flat under a tenancy that she said in her application commenced on 15th March 2009. Ms Jones supplied a copy of her tenancy agreement that was dated 16<sup>th</sup> April 2009 and which recorded that her tenancy was to commence on Monday 20<sup>th</sup> April 2009. The tenancy agreement describes the tenancy as being "an assured periodic weekly tenancy". That is, the rent is payable weekly in advance on the Monday of each week.

3. The application form was reviewed by a procedural chairman of the Rent Assessment Committee (RAC) who considered that the notice did not appear to be in the form prescribed by section 13(2) of the Housing Act 1988 ("the Act") and that the period of notice given, four weeks, appeared to be less than the minimum notice required by section 13(3) of the Act, namely a month in the case of a tenancy, such as

this one, where the period is less than a month. By letter from the tribunal of 25<sup>th</sup> March 2015, the Respondent was asked to comment on these matters.

4. The Respondent, by e mail to the tribunal of 30<sup>th</sup> April 2015 from Mr Matthew Thomas, Director of Customer and Community Services stated that this tenancy does not require a section 13 notice, that the Association does issue section 13 notices but these are few in number and there was an issue with the rent increase letter that had been sent to the Applicant and this was being reviewed. In response to a request for clarification from the tribunal, Mr Thomas, by email of 15<sup>th</sup> May 2015 stated that “section 13 does not apply and as such the Tribunal does not have jurisdiction in relation to this matter.”

5. In the light of this information the tribunal sent letters to the parties dated 21<sup>st</sup> May 2015 informing them that the tribunal proposed to deal with this application without a hearing in accordance with Regulation 21 of the Residential Property Tribunal Procedures and Fees (Wales) Regulations 2012 on June 19<sup>th</sup> 2015 and reminding the parties that they could request an oral hearing before that date if so required. Any further written representations were invited by 4pm on 15<sup>th</sup> June 2015. No written representations were received from either party.

6. The RAC of the tribunal duly met and considered the matter and the available documentation and representations on 19<sup>th</sup> June 2015. Section 13 of the Act deals with increases of rent under assured periodic tenancies. Section 13(1) indicates that this section applies to-

*“(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.”*

7. In other words, if the tenancy agreement contains a provision allowing for the increase of the rent then the procedure under section 13 (involving the serving of a notice and the subsequent right to challenge the proposed increase before the RAC) will not apply. The Applicant’s tenancy agreement does contain a clause at page 1 , clause 1 (iv) that says

*“The Association may increase or decrease the Rent by giving the Tenant not less than four weeks’ notice in writing. The notice shall specify the Rent and the included Service Charge. The Rent may be increased at any time during the first year of the Tenancy but subsequent increases shall take effect not less than eleven months after the last increase. The revised rent shall be the amount specified on the notice.”*

8. In the circumstances, where there is a contractual right to increase the rent, section 13 of the Act does not apply to this tenancy and the tribunal, as contended by the Respondent, has no jurisdiction to deal with the matter.

DATED this 3rd day of July 2015

A handwritten signature in black ink, appearing to be 'R Payne', written in a cursive style.

Richard Payne  
CHAIRMAN