



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/00HQ/MNR/2026/0155
Property	:	FLAT 3 , 6 Queensland Road, Bournemouth, Dorset, BH5 2AB
Tenant	:	Duarte Jorge Da cal Afonso Maria Sidonia Gomes Leticia Gomes Afonso
Tenants' Representative	:	
Landlord	:	Mr T & Ms E Brinton
Landlord's Address	:	Ashford house, 50 Ashford Road, Bournemouth, Dorset BH6 5QD
Landlord's Representative	:	
Type of Application	:	Section 13 Housing Act 1988 – determination of market rent
Tribunal Members	:	Tribunal Judge Bowden Tribunal Member Mr C Davies FRICS
Date of Decision	:	19 August 2026
Rent Determined	:	n/a
Date the new rent takes effect	:	n/a

REASONS FOR THE DECISION

Background

1. On 20 April 2026, the Landlord purported to serve a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of

£1,600 in place of the existing rent of £1,400 per calendar month (pcm) to take effect from 01 June 2026.

2. On 17 May 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent. The Tenants challenged the legal validity of the purported s.13 notice.
3. On 26 May 2026, the Tribunal directed that the question of jurisdiction, i.e., the validity of the purported s.13 notice, would be considered at the rent determination hearing.

Inspection/Hearing

4. There was no inspection. The Tenants indicated on Form MR1 that they did not think an inspection was required. The Landlord did not provide substantiated reasons for an inspection in their Form MR2.
5. Neither party requested an oral hearing.
6. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties.

Evidence

7. The Tribunal considered the MR1, MR2 and MR3, provided by the parties, along with a copy of the correspondence held on the court file

Determination

8. The Tenants challenged the legal validity of the purported s13 notice, and the Tribunal has therefore considered its legal validity.

The Law

9. The Tribunal directs itself that:
 - a. The Landlord may serve a notice on the tenant in the prescribed form proposing a new rent: section 13(2), Housing Act 1988;
 - b. The new rent is to take effect not earlier than the minimum period after the date of service of the notice: section 13(2)(a), Housing Act 1988;

- c. The minimum period is the six months in the case of a yearly tenancy; one month in the case of a tenancy where the period is less than a month; and in any other case, a period equal to the period of the tenancy: section 13(3), Housing Act 1988;
- d. A notice must be in the prescribed form or a form substantially to the same effect, such that it serves its statutory purpose, notwithstanding any errors or omissions: *Ravenseft Properties Ltd v Hall* [2001] EWCA Civ 2034; [2002] HLR 33.
- e. The question for the Tribunal is whether, read in its context, the notice was sufficiently clear to leave a reasonable recipient in no reasonable doubt as to its terms: *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] AC 749.

Consideration

- 10. The Tribunal noted the following regarding the purported s.13 notice:
 - a. The notice is not in the prescribed form.
 - b. The notice does not include the guidance notes – but it does state

This notice is given under Section 13 of the Housing Act 1988.

• You have the right to refer this notice to the First-tier Tribunal (Property Chamber) if you believe the proposed rent is above the market rate.

• Any referral must be made before the new rent start date shown above.

• If no action is taken, the new rent will become legally payable from that date.

The failure to include the guidance notes does not prevent the notice from being understood by a reasonable recipient of the notice with knowledge of the background circumstances.

The failure to include the guidance notes prejudices the Tenants, as they have not been provided with a document setting out the mandatory requirements of a s.13 notice and the steps they can take regarding a potentially invalid s.13 notice.

- c. The purported notice does not include the Landlord's address. This omission does not prevent a reasonable recipient with knowledge of the background circumstances from understanding the notice.

- d. The purported notice does not include the information relating to previous rent increases after 11 February 2023. This omission does not prevent a reasonable recipient with knowledge of the background circumstances from understanding the notice.
 - e. The purported notice does state that the new rent takes effect as of 01 June 2026.
- 11. The Tribunal noted that the tenancy agreement commenced on 15 August 2022, and the rent is payable on the 15th of each month.
 - 12. The Tribunal found that the date of 01 June 2026 is not the beginning of a period of the tenancy; this would have been the 15th of the month.
 - 13. Section 13(2) of the Housing Act 1988 requires that the proposed new rent take effect at the beginning of a period of the tenancy. The s.13 notice error in this case can be compared directly to *Mooney v Whiteland [2023] EWCA Civ 67 [2023] 1 W.L.R. 1813*.
 - 14. In *Mooney* the landlord served a notice on the tenant under section 13 of the Housing Act 1988. The date for the rent increase specified by the landlord in the section 13 notice did not coincide with the beginning of a new period of the tenancy. The Court of Appeal found the section 13 notice was invalid.
 - 15. The Court of Appeal held that for the *Mannai* principle to be invoked, there had to be no reasonable doubt as to what the notice was intended to say. A reasonable tenant would be entitled to conclude that if the date inserted was not the beginning of a period, then the landlord had failed to comply with s.13 and the notice was invalid. The tenant was not generally required in such circumstances to consider whether the notice could be saved because the landlord had made a mistake and intended to insert a different date. There could be cases where a mistake was so obvious that a reasonable tenant would recognise that a mistake had been made, but this was not such a case. The notice had been invalid (paras 40-44).

Decision

- 16. The Tribunal found the incorrect effective date made the notice invalid.
- 17. Therefore, the Tribunal makes no determination of the market rent as there is no valid notice.
- 18. As no valid section 13 notice was served, the Tribunal has no jurisdiction to determine the market rent. Any dispute concerning the validity or effect of the notice may be raised in other proceedings if relevant.

Name: Tribunal Judge Bowden

Date: 19 August 2026

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.