

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00BU/MNR/2026/0357
Property	35 Sycamore Street, Sale, Cheshire M33 2HD
Tenant	Michael Hollinshead
Tenant's Representative	N/A
Landlord	Theresa D'Cruz and Charles D'Cruz
Landlord's Address	75 Greenvale Road, London, SE9 1PE
Landlord's Representative	N/A
Date of Application	29 June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge L White Tribunal Member J Faulkner FRICS
Date of Decision	29 September 2026
Rent Determined	£1200 per calendar month
Date the new rent takes effect	1 July 2026

REASONS FOR THE DECISION

Background

1. On 29 April 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,200.00 per calendar month(pcm) in place of the existing rent of £650.00 pcm to take effect from 1 July 2026.
2. On 29 June 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The present tenancy commenced 31 July 2025. The rental period is monthly and rent is payable on the 1st of each month.

Validity Of Notice – Section 13B of the Housing Act 1988

4. The Tenant has only asked the Tribunal to determine the validity of the notice as set out on the MR1 form. The Tenant accepts that market rent for the Property is £1,200.00 pcm as set out in the notice and does not seek a determination of the market rent.

Hearing

5. Both the Tenant and the Landlord requested a hearing in his MR1 form. The Tribunal issued directions that a hearing would take place remotely. Attending the hearing was the Tenant and the Landlords.
6. The Tribunal has considered this case on the basis of evidence heard at the hearing, the papers provided by the parties and its own knowledge and specialist expertise.

Evidence

7. The parties completed the relevant MR1 (tenant) and MR2 (landlord). No MR3 (tenant's reply) was filed.

The Tenant

8. The Tenant contends that the section 13 notice is invalid for two reasons being:
 - (a) The post code for the Property in the s13 Notice is incorrect; and

- (b) The s13 Notice is not signed.
- 9. The Tenant does not challenge the proposed rent increase. The Tenant states at box 12.1 on the MRI form the open market rent should be £1200, this being the figure proposed in the s13 Notice.

The Landlord

- 10. The Landlord accepts that the postcode set out for the Property in the s13 Notice was incorrect and this was a clerical error. The Landlord states that the address with the correct postcode was set out correctly in the covering letter.
- 11. In relation to the argument that on the s13 Notice the signatures are not valid; the Landlord relies on the guidance notes to the s13 Notice which state that the signature does not have to be handwritten.

Determination

- 12. The Tenant contends that the Form 4 Notice is invalid because it identified the Property as 35 Sycamore Street, Sale, M33 2LS rather than the correct postcode of M33 2HD. The Landlord accepts that the postcode was incorrect and describes this as a clerical error. The Tribunal notes that the notice correctly identified the house number, street and town, and that the Tenant understood the notice to relate to his tenancy as demonstrated by his application challenging it.
- 13. The Tenant further contends that the notice was invalid because it was not signed. The copy of the Form 4 contained within the bundle identifies the landlords in the signature box and the prescribed guidance notes accompanying the form expressly provide that a signature need not be handwritten and may be printed or generated electronically.
- 14. In considering the Tenant's challenge to the validity of the notice, the Tribunal has applied the well-established principle in *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] AC 749. The question is not whether the notice is free from all error, but whether a reasonable recipient, with knowledge of the relevant factual background, would have understood the notice and its intended effect. An obvious mistake will not invalidate a notice if, viewed objectively, the recipient would nevertheless have been left in no reasonable doubt as to the property, tenancy or legal consequence to which the notice related. The Tribunal has therefore considered whether the alleged defects in the present notice would have misled a reasonable tenant as to its meaning or effect.

15. The Tribunal is satisfied that the incorrect postcode amounted to a clerical error only. The notice correctly identified the Tenant, the property number, street and town, and the Tenant clearly understood that the notice related to his tenancy, as demonstrated by his application to the Tribunal. Applying the approach in *Mannai*, the Tribunal finds that the error did not create any genuine ambiguity and did not invalidate the notice. Likewise, the Tribunal is satisfied that the notice was sufficiently authenticated by the Landlord. The prescribed Form 4 guidance expressly provides that a signature need not be handwritten and may be printed or electronically applied. The Tribunal therefore rejects the Tenant's contention that the notice was invalid for want of a signature.
16. The Tribunal determines that the Form 4 Notice is valid. The Tenant expressly accepts within his application that the open market rent for the Property is £1,200 per calendar month and does not challenge the proposed increase. There is therefore no dispute between the parties as to the level of market rent.

Undue hardship

17. The new rent takes effect from the date specified in the Landlord's notice of increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.
18. Notwithstanding that the Tenant did not seek the Tribunal's determination of the market rent the Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant contends that implementation of the proposed rent increase would cause financial hardship. In support of that contention, he states that he is in receipt of Universal Credit and that the housing element of that benefit will only cover rent up to £897 per month. He therefore contends that he would be unable to meet the increased rent of £1,200 per month from the proposed commencement date.
19. The Landlord acknowledges that the Tenant is in receipt of Universal Credit and that the housing element available to him may be less than the proposed rent. However, the Landlord submits that the existing rent of £650 per month has remained substantially below the open market rental value of the Property for a number of years and that the proposed rent more accurately reflects the market rent. The Landlord further notes that the Tenant identified £1,200 per month as the open market rent within his application and invites the Tribunal to determine the rent on the basis of the market evidence before it.

20. The Tribunal has carefully considered the Tenant's application for a later effective date on grounds of undue hardship. However, the burden rests upon the Tenant to provide sufficient evidence to substantiate such a claim. Beyond the brief assertion that Universal Credit will only contribute up to £897 per month towards the rent, the Tenant has produced no documentary evidence of his financial circumstances. In particular, no Universal Credit award notices, bank statements, income and expenditure schedules, wage information, details of savings, liabilities or other financial commitments have been provided. The Tribunal is therefore unable to assess the extent of any financial hardship or determine whether it reaches the statutory threshold of undue hardship.
21. In those circumstances, whilst the Tribunal accepts that the proposed increase may place the Tenant under financial pressure, it is not satisfied on the evidence before it that undue hardship has been established. The application for postponement of the effective date therefore fails.

Decision

22. The Tribunal determines the Form 4 Notice is valid.

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 (rule 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.