	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**HAV/23UE/MNR/2025/0834**
Property	**Flat 10, 109 Southgate Street** **Gloucester** **GL1 1UT**
Tenant	**Mr S Murphy**
Tenant's Representative	**None**
Landlord	**Cypress Investments Ltd**
Landlord's Address	**c/o Move Estate Agents**
Landlord's Representative	**Move Estate Agents**
Date of Application	**2nd December 2025**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**I R Perry FRICS** **MJ Ayres FRICS**
Date of Decision	**15th September 2026**
Determination	**The case is struck out**

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REASONS FOR THE DECISION

Background

1. On 17th September 2025 the Landlord's Agent served a notice under Section 13 (2) (as amended) of the Housing Act 1988 by electronic means which proposed a new rent of £775 per calendar month (pcm) in place of the existing rent of £725 pcm to take effect from 6th November 2026.

2. On 2nd December 2025, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced in January 2022 when the managing agent was a different company. The rental period is monthly.

4. In his application the Tenant states that the first notification of a rent increase was sent on 13th November 2025 with a commencement date of 6th November 2025 and that, therefore, the Agent has not sent a section 13 notice with a correct date for the new rent to commence.

5. The Tenant avers that he had called the Agent who had stated that they sent a notice in September. He avers that a similar situation arose 12 months previously when the rent was last increased, although he had accepted the new higher rent on that occasion.

6. The Tenant states that he has sent 3 letters to the Agent, once with proof of posting and once recorded delivery, but has not received a section 13 notice nor a copy of a tenancy agreement that he has requested on several occasions.

7. The Tenant wrote to the Agent on 14th/24th November 2025 requesting a s13 notice and a copy of his tenancy agreement.

8. On 6th January 2026 the Tenant wrote to the Tribunal enclosing a copy of a new s13 notice he had received, dated 17th September 2025 but with a rent increase from 6th December 2025. He questioned the validity of the notice.

9. The Tribunal issued Directions on 24th July 2026 stating that the Tribunal considered the matter could be determined based on the papers and without a hearing.

10. Both parties submitted a RENT APPEAL STATEMENT. The Tribunal subsequently decided that a hearing should be held to determine the matter and this was arranged for Tuesday 15th September 2026. Mr Murphy did not have access to facilitate an online hearing so an in-person hearing was held at

Cheltenham Magistrates Court Building. Mr Murphy represented himself and Ms A Honeysett represented the Landlord.

The Hearing

11. Mr Murphy stated that when he first took a tenancy of the Property it was arranged by a previous agent, Messrs Naylor Powell. He confirmed that the rent was payable monthly on 6th of each month, but he did not have a copy of the tenancy agreement.

12. Ms Honeysett helpfully confirmed that she had a copy of that original agreement and would provide Mr Murphy with a copy.

13. Mr Murphy stated that he does not have an email address and that on several occasions and over several years he had told the Agent that he could not receive any documents electronically. This was the reason that he had initially failed to pay rent increases in the past – he simply did not know that a new rent had been proposed. The issue only came to light when he received a text from the Agent stating that he was in arrears.

14. Ms Honeysett stated that the original notice of rent increase had been sent using a Customer Relation Management System ("CRM") and also by Microsoft email to an email address for the Tenant provided by the previous managing agent.

15. Ms Honeysett stated that the Agent had transferred to a new CRM system, so it was possible that Mr Murphy's requirement for written communication had been lost. None of the communications had 'bounced back' although there had been some problems with returns when the new system was installed.

16. Once the Parties had established that Mr Murphy had not received the original s13 Notice a further notice was served with the new rent payable from 6th December 2026. This notice was erroneously backdated to 17th September 2026. Mr Murphy received this on 13th December 2026, after the date that the proposed increase would take effect.

Determination - Validity of Notice – Section 13B of the Housing Act 1988

17. The Tribunal found Mr Murphy to be a credible witness and is satisfied that he does not have an email account and had told the managing agent on several occasions that he could only receive documents in paper form.

18. The Tribunal accepts that Mr Murphy did not receive the original section 13 Notice proposing a new rent from 6th November 2026 and finds that the later notice proposing a new date of 6th December 2026 had been incorrectly dated

and was not received more than the statutory one month before the proposed date of the rent increase.

19. For these reasons the Tribunal determines that a valid s13 Notice has not been served and, in accordance with rule 9(2) (a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 the case is struck out.

20. The Agent is at liberty to serve a new s13 Notice or Rent increase.

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 after 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.