	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**HAV/00HA/MRA/2026/0048**
Property	**51 Montague Road, Bristol, BS31 3LL**
Tenant	**Shanaz and Andrew Herbert**
Tenant's Representative	
Landlord	**Victor Leslie Thomas Lewis**
Landlord's Address	**53 Montague Road, Bristol, BS31 3LL**
Landlord's Representative	
Date of Application	**25 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Tribunal Judge Bowden** **Tribunal Member Mr N Robinson FRICS**
Date of Decision	**28 October 2026**
Rent Determined	**n/a**
Date of Valuation	**n/a**
Date the new rent takes effect	**n/a**

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REASONS FOR THE DECISION

Background

1. On 25 July 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's purported notice proposing a new rent to the Tribunal for determination of a market rent.

2. The Tenant's referral was received by the Tribunal on the same date it was referred.

3. The assured shorthold tenancy commenced on 22 June 2018 for a term of 6 months. The rental period is monthly. Following the amendments introduced by the Renters' Reform Act 2025, the tenancy became a periodic assured tenancy with a monthly rent period (Housing Act 1988, s. 4A).

4. The landlord was listed on the tenancy agreement as Victor Leslie Thomas Lewis.

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

5. In their application form, the Tenant indicated that they consider the Landlord's notice to be invalid for the following reasons:

   a. The Landlord is deceased

   b. The notice is signed by the Landlord's partner

   c. The Tenants have not been provided with any formal notification of a change in landlord.

6. On 11 August 2026, the Tribunal made the following directions:

   1. Pursuant to Rule 6(3)(d) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Rules"), I direct that Diane Norris, or any person claiming authority to act on behalf of the estate of Victor Leslie Thomas Lewis, provide the Tribunal and other party with evidence establishing their authority to do so.

   2. Such evidence must be received by the Tribunal and other party by 5.00 pm on 21 August 2026 and may include:

   Confirmation of the individual's relationship with the deceased and;

   letters of administration; or

any other evidence demonstrating authority to administer the estate of the deceased landlord or otherwise deal with the property on behalf of the estate.

7. In response, Ms Norris has stated to the Tribunal as follows:

   a. On 13 August 2026

      i. Ms Norris was Victor's longstanding partner of 27 years.

      ii. Since 02/11/2023 the tenants have contacted her directly with any issues relating to the property and it has been her that has responded and addressed these issues.

   b. On 25 August 2026:

      i. Ms Norris explains that the tenants were informed of Victor's death on 22 January 2026, three days after it occurred. While no formal written notification of the change in landlord was provided, Ms Norris states that this oversight occurred during a period of bereavement and that written clarification would have been supplied if requested.

      ii. Ms Norris maintains that the tenants were already aware of her involvement in managing the property because both Victor and her had jointly managed it for many years, and both names appeared on the 2025 rent increase letter.

      iii. Ms Norris further states that, since the end of 2023, the tenants had dealt exclusively with her regarding property matters, both verbally and in writing. As a result, Victor's death did not materially alter the tenants' day-to-day dealings concerning the tenancy.

      iv. In relation to the tenants' concerns about continuing to pay rent into the same bank account, Ms Norris explains that the account was a joint account held by Victor and her, so no change to payment details was required. Ms Norris states that any concerns about this could have been clarified had they been raised by the tenants.

Determination as to the validity of the Notice of Increase

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

The Law

9. Section 13(2) of the Housing Act 1988 says (**emphasis added**):

> *(2) For the purpose of securing an increase in the rent under a tenancy to which this section applies, **the landlord** 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 beginning not earlier than—*

10. Section 45 HA 1988 defines 'landlord' as:

> *"landlord" includes any person from time to time deriving title under the original landlord and also includes, in relation to a dwelling-house, any person other than a tenant who is, or but for the existence of an assured tenancy would be, entitled to possession of the dwelling-house;*

11. Section 13B HA 1988 gives the Tribunal the power to make a determination on the validity of the s13 notice:

> *Challenge to validity of notice to increase rent*
>
> *13B Where a tenant under an assured tenancy makes an application to the appropriate tribunal, the tribunal may determine whether a notice served on the tenant under section 13(2) or 13A(2) is valid*

Consideration

12. The Tribunal noted the following regarding the purported notice of increase :

    a. It is signed by D Norris, who is Diane Norris

    b. The only landlord named on the tenancy agreement is Victor Leslie Thomas Lewis.

    c. There is no grant of probate, letters of administration, assent, transfer, title documentation, or other evidence establishing a legal entitlement to possession was produced.

13. Ms Norris has not, despite the direction by the Tribunal, provided documentary evidence by 21 August 2026 of her authority to act on behalf of the estate of Victor Leslie Thomas Lewis.

14. Ms Norris has not provided any documentary evidence that she derived title under the original landlord or that she, but for the

existence of an assured tenancy, would be entitled to possession of the dwelling-house, as per s45 of the HA 1988.

Decision

15. The Tribunal found that the notice was invalid because Diane Norris had no legal authority to serve notice under s13(2) of the HA 1988.

16. Therefore, the Tribunal makes no determination of the market rent as there is no valid notice.

Name: Tribunal Judge Bowden **Date:** 28 October 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.