	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00CT/MRA/2026/0020
Property	329 Lyndon Road, Solihull, B92 7QS
Tenants	Mr Mohammad Attaur Rehman Mrs Asfia Rehman
Tenant's Representative	None
Landlord	Mr Aamir Naeem
Landlord's Address	Khalifa City, Abu Dhabi, United Arab Emirates
Landlord's Representative	None
Date of Application	30 June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge C Payne Tribunal Member Ms Julie Rossiter MBA MRICS
Date of Decision	21 October 2026
Rent Determined	The Application is struck out.
Date of Valuation	N/A - notice deemed invalid
Date the new rent takes effect	N/A

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REASONS FOR THE DECISION

Background

1. On 2 May 2026, the Landlord sought to serve a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,900.00 per calendar month (pcm) in place of the existing rent of £1,600.00 pcm to take effect from 1 July 2026.

2. On 30 June 2026, 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 on 1 July 2023. The rental period is monthly.

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

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid for three reasons:
    a) the notice was served by email only, and not in hard copy as required by clause 6.1(ii) of the Tenancy Agreement;
    b) the notice was sent only to Mr Mohammad Attaur Rehman, and not on the joint tenant Mrs Asfia Rehman; and
    c) the Tenant's evidence (email headers and screenshots) shows that the notice was in fact sent on 2 May 2026, short of the two clear months' notice required between service and the proposed new rent date of 1 July 2026, notwithstanding that the Form 4A itself was dated 1 May 2026.

5. In response, the Landlord stated that he considers the notice valid because:
    a) Mr Rehman is the lead tenant and first point of contact under the tenancy agreement, the Landlord had no contact details for Mrs Rehman; and
    b) the notice was sent by email on 1 May 2026 (UAE time), with any apparent delay to 2 May 2026 explained by the four-hour time difference between the UK and the United Arab Emirates.

6. Having considered the parties' submissions and reviewed the evidence they have provided, the Tribunal finds:

    a) There was no express agreement to service by email.

        Clause 6.1(ii) of the Tenancy Agreement expressly requires:

For the purpose of this clause a Notice required to be issued during the course of the Tenancy, either by the Landlord or Tenant, in relation to the extension, continuation or termination of the Tenancy, or changes to the terms of the Tenancy, and in particular a Notice given by the Landlord under Section 8 (Notice of Proceedings for Possession) or Section 21 (Recovery of Possession on Expiry or Termination of Assured Shorthold Tenancy) as Prescribed by the Housing Act 1988 must always be served by hard copy and in the manner described in 6.1(i) above.

b) The notice was not served on both of the Joint Tenants

The notice was correctly addressed to both Mr Mohammad Attaur Rehman and Mrs Asfia Rehman. However, it was then sent only to Mr Mohammad Attaur Rehman by email, denying Ms Rehman the proper opportunity to respond. Had service by email been permitted, the notice should have been sent to both of the tenants.

c) The notice did not in any event give the two clear months' notice required between service and the proposed new rent date of 1 July 2026. The Tenant's evidence established that the notice was sent at 23:39:18 on Saturday, 2 May 2026, Abu Dhabi/UAE time, which was not denied by the Landlord. That same moment in the UK was 19:39 on Saturday 2 May 2026. The Landlord's submission that the notice was served on the 1 May 2026 and only received on the 2 May 2026 due to a time difference of 4 hours is incorrect. The Tribunal accepts the Tenant's evidence that notice was not sent or received on 1 May 2026. The notice purported to take effect on 1 July 2026, meaning less than the statutory minimum period of notice was given.

7. For the reasons set out above, the notice is found to be invalid and of no effect. In the absence of a valid section 13 notice, the Tribunal has no rent to determine under section 14 and the application is struck out under rule 9(2) (a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

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.