	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**HAV/00HB/MRA/2026/0069**
Property	**Apartment 2, 20 Sunningdale, Clifton, Bristol BS8 2NF**
Tenant	**Adam Hansraj**
Tenant's Representative	
Landlord	**Christine Simons**
Landlord's Address	**26 Cornwallis Crescent, Clifton, Bristol BS8 4PH**
Landlord's Representative	
Date of Application	**10 August 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 M Woodrow MRICS**
Date of Decision	**29 October 2026**
Rent Determined	**£1,125 per calendar month**
Date of Valuation	**19 October 2026**
Date the new rent takes effect	**11 November 2026**

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REASONS FOR THE DECISION

Background

1. On 11 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,155 in place of the existing rent of £1,100 per calendar month (pcm) to take effect from 11 August 2026.

2. On 10 August 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 Tenant's referral was received by the Tribunal on 10 August 2026 and acknowledged on 12 August 2026.

4. The assured shorthold tenancy commenced on 11 March 2023 for a term of six months. The rental period is monthly. The tenancy has continued as a rolling periodic tenancy from the end of the term.

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

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

    a. On 11/07/25, the landlord proposed a separate rent increase to begin 11/08/25 and sent a new tenancy agreement to sign.

    b. The Tenant did not sign a new tenancy or agree to a new rent.

    c. The Tenant says that he contested the legal validity of the rent, as a Section 13 was not issued.

    d. He says that the Form 4 included incorrect information on the current form. He says that his current tenancy began on 11/03/23 and the rent is £860 monthly.

6. The Landlord did not respond to the MR1.

Determination as to the validity of the Notice of Increase

7. The Tenants challenged the legal validity of the purported s13 notice on the basis that the commencement date was wrong, and the Tribunal has therefore considered its legal validity.

The Law

8. The Form 4 Notice provides a tenant with the details of a rent increase and when it will take effect.

9. The relevant section and subsections are:

> *13.— Increases of rent under assured [tenancies other than relevant low-cost tenancies*
>
> *(1) This section applies to any assured tenancy other than a relevant low-cost tenancy.*
>
> *(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—*
>
> > *(a) two months after the date of the service of the notice; and*
> >
> > *(b) either*
> >
> > > *(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began; or*
> > >
> > > *(ii) in any other case, on the date that falls 52 weeks after the date on which the first period of the tenancy began; and*
> >
> > *(c) if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14 below, either*
> >
> > > *(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect; or*
> > >
> > > *(ii) in any other case, the appropriate date.*
>
> *(4) Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice,—*

(a) the tenant applies to the appropriate tribunal under section 14(A3) ; or

(b) the landlord and the tenant agree on a [new rent which is lower than][14] that proposed in the notice or agree that the rent should not be varied.

Consideration

10. Section 13(4) makes it clear that the commencement date in the Form 4 notice only applies when there is no challenge to the rent increase via the Tribunal.

11. The Tribunal reminds itself of the Upper Tribunal and superior courts' approach to dates and their impact on validity, especially where there is no statutory sanction. See:

    a. A1 Properties (Sunderland) Ltd v Tudor Studios RTM Co Ltd [2024] UKSC 27,

    b. *Atesheva v Halifax Management Ltd* [2024] UKUT 314 (LC),

    c. *Avon Freeholds Limited v Cresta Court E Rtm Company Ltd* [2024] UKUT 335 (LC), and

    d. Avon Freeholds Ltd v Cresta Court E RTM Co Ltd [2026] UKSC 31.

12. There is no statutory sanction for non-compliance with s.13(4). There is no prejudice caused to the Tenant, they were aware of the notice, and challenged it. The determined rent will take effect from the next rental period in any event.

13. Once the rent increase in the Form 4 is challenged via the Tribunal, the Tribunal will decide the market rent, made a decision and direct when its decision takes.

14. In this case a Form 4 has been served and an application made to determine the market rent, and a paper hearing is listed. The Tribunal will determine the rent and direct the date it takes effect.

Decision

15. The Tribunal's jurisdiction is to assess current market rent and set the date that its decision takes effect (in accordance with the legislation).

16. The Tribunal is satisfied that any error in the proposed commencement date did not invalidate the notice. The notice clearly

identified the property, parties, proposed rent and proposed commencement date. The Tenant understood the notice and exercised their right to refer it to the Tribunal. There is no statutory provision stating that a notice is invalid solely because the proposed commencement date does not correspond precisely with the beginning of a tenancy period. Having regard to the authorities cited above, the Tribunal is satisfied that the notice remained valid.

Allocation of Repairs between Landlord and Tenant.

17. As per section 11 of the Landlord and Tenant Act 1985

Service Charges or furniture provided by Landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.

18. The property is furnished and includes '...Fixtures, Furniture and Effects in the Property' as well as utility costs, council tax and charges for services (cleaning etc) [P32 & P26]

Liability for Council Tax

19. The Landlord is responsible for the payment of Council Tax in respect of the Property. The rent determined is inclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent

20. The terms in relation to '...Fixtures, Furniture and Effects in the Property' as well as utility costs, council tax and charges for services (cleaning etc) were taken into account.

Hearing

21. The Tenant did not request an oral hearing. The Landlord had not responded or filed any documents.

22. The Tribunal was satisfied it could consider this case on the papers provided by the parties.

Inspection

23. There was no inspection. The Tenant indicated on Form MR1 that they did not think an inspection was required. The Landlord did not respond or provide documents.

The Property

24. The property is located in the Clifton area of Bristol and comprises a first-floor flat and is situated in an urban location. It is a first-floor bedsit with an en suite shower in a large 3-story end-of-terrace building arranged as 6 units, with a shared kitchen, living room, and courtyard. The property has an HMO licence. It is close to the university and all local amenities

25. Included in the rent is:

Furniture:	Bed Two wardrobes Bedside table with drawers Lamp Desk Shared access to sofas and coffee table in living room.
Furnishings and flooring:	Carpet in bedroom, hallway and living room. Tiled floor in kitchen
Appliances:	Shared access to white goods in kitchen.
Heating and thermal efficiency	Gas central heating No double glazing

Improvements

26. The Tenant has not listed any improvements.

Evidence

27. The Tribunal carefully considered the MR1 (Tenant) and the attachments. The Landlord did not provide an MR2 (landlord). As the Landlord did not respond, there was no MR3 (Tenant's reply).

The Tenant

28. The Tenant did not provide photographs or an update from Bristol City Council after the 2024 report, which was now somewhat out of date.

29. The Tenant made the following comments:

a. They thought the open market rent should be between £860 and £900 pcm.

b. On 11/07/25, the landlord proposed a separate rent increase to begin 11/08/25 and sent a new tenancy agreement to sign. The

Tenant did not sign a new tenancy or agree to a new rent. The Tenant says that he contested the legal validity of the proposed rent increase, as a Section 13 was not issued. He says that the Form 4 included incorrect information on the current form. He says that his current tenancy began on 11/03/23 and the rent is £860 monthly.

c. Physical condition and disrepair

    i. The property has gas central heating which is "poorly maintained", and the boiler allegedly has an ongoing fault that the landlord has not permanently repaired. (p.13)

    ii. There is no double glazing, and the Tenant states that an Energy Performance Certificate was not provided. (p.13)

    iii. The Tenant reports numerous long-term disrepair issues, including a moth infestation said to have existed since he moved in. (p.16)

    iv. He states that Bristol City Council's Private Housing Team inspected the property in February 2024 and issued a schedule of works, many of which remained outstanding when he lodged the application. (pp.16, 44-51)

d. He specifically refers to:

    i. a boiler element fault affecting hot water,

    ii. a defective shower thermostat,

    iii. a faulty gas hob burner,

    iv. unresolved damp and maintenance issues. (p.52)

e. Management and occupation issues

    i. The Tenant alleges repeated breaches of his right to quiet enjoyment. (p.16)

    ii. He says the landlord and workers frequently attend without notice and are disruptive. (p.16)

    iii. He reports being disturbed by:

        1. new tenants arriving late at night,

2. power tools being used early in the morning,

3. unannounced maintenance works. (p.16)

iv. He says utility services (water, electricity, heating or broadband) have sometimes been interrupted without notice. (p.16)

v. He alleges harassment by the landlord, including unauthorised removal of belongings, which he says has been reported to Tom Gilchrist's Private Housing Team at Bristol City Council. (pp.16, 44)

f. Impact on him

i. He contends that the property's condition is "at best unsanitary and at worst unsafe". (p.16)

ii. He says the defects have a "considerable negative impact" on his health, wellbeing, functionality and quality of life. (p.16)

30. The Tenant did not provide evidence of comparable properties.

The Landlord

31. The landlord did not respond.

Determination and Valuation

32. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

33. The Tribunal carefully considered the limited information put forward by the Tenant. Relying on its own expertise and general knowledge of rental values in the area and having regard to the Tribunal's experience of rents for comparable bedsits with en-suite facilities in Clifton, Bristol, the Tribunal considers that the market rent of the property, had it been in good repair and condition, and having the same facilities, furniture and services provided by the

Landlord and costs for all utilities, council tax and water charges included, would be £1,150 pcm.

34. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a. The disrepair noted by the Tenant and identified by the Bristol City Council 2024 report but not supported by photographs or an updated Bristol City Council report. The Tribunal makes a modest deduction to reflect the outstanding repair items in circumstances where the accommodation remained usable and occupied throughout.

35. The full valuation is shown below:

Starting Rent		**£1,150 pcm**
Less		
a)	Items given under 34a. above	£25 pcm
	Subtotal of deductions	£25 pcm
Market rent for the Property		**£1,125 pcm**

Undue hardship

36. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.

37. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because:

    a. He was on a low income

    b. Had multiple health issues which come with a financial burden

    c. He could not afford more than £900 pcm

38. The Tenant did not produce any evidence to support his hardship case.

39. The Landlord did not respond to the Tenant's application for postponement due to hardship.

40. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support their submissions.

41. In light of the lack of financial breakdown, the Tribunal cannot make a finding of financial hardship.

Decision

42. The Tribunal determines the new rent amount at £1,125.00 per calendar month with effect from 11 November 2026 as this is lower than the proposed rent of £1,155 per calendar month.

Name: Tribunal Judge Bowden **Date:** 29 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.