

FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**HAV/00HY/MRA/2026/0077**
Property	**70 Wilton Road, Salisbury, SP2 7HP**
Tenant	**Zoe Bucknall (1)** **Ashley Hargreaves (2)**
Landlord	**Alan Finlay**
Landlord's Address	**8 Buston Close, Newbury, RG14 5JQ**
Landlord's Representative	**Fox & Sons c/o Sequence Corporate Lettings & Property Management Ty Croes Cwrlwys, Copthorne Way, Cardiff, CF5 6EH**
Date of Application	**15 August 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**D Cotterell FRICS** **S Johnson**
Date of Decision	**23 October 2026**
Rent Determined	**Not determined.**

REASONS FOR THE DECISION

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Background

1. On 11 June 2026, the Landlord by their agent served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £925.00 per calendar month(pcm) in place of the existing rent of £800.00 pcm to take effect from 29 August 2026.

2. On 15 August 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 22 January 2020 according to the Landlord's notice.

Hearing

4. A hearing was held on 23 October 2026 at 14:00 by video platform at which only the Tenants attended. The Tribunal has considered the application having regard to the evidence given at the hearing, the papers provided by the parties, and its own knowledge and specialist expertise.

Validity Of 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 because it was "*not signed by the landlord and the notice did not have a email address provided for the landlord*".

6. The Tribunal also noted that at Part 4.2 of the notice, the Landlord states that the tenancy started on 22 January 2020.

7. The bundle includes a copy of an agreement dated 29 June 2025 and described as an "*Assured Shorthold Tenancy Agreement*" and "*Extension*".

8. The Tribunal is satisfied that the notice contains material inaccuracies whichever view is taken of the tenancy arrangements between the parties. The bundle contains an agreement dated 29 June 2025 described as an "Assured Shorthold Tenancy Agreement" and "Extension". If that agreement is the tenancy under which the Tenants occupied the Property at the date of service of the notice, then Part 4.2 of the notice has been completed incorrectly and the dates given for the first rent increase (Part 4.4) and the most recent rent increase (Part 4.3) are also incorrect. If alternatively, the operative tenancy is that which commenced on 22 January 2020, the proposed commencement date of the new rent stated at Part 4.6 is incorrect.

Decision

9. The Tribunal considers that the inaccuracies identified above relate to fundamental details of the tenancy and are not merely clerical errors. The Tribunal therefore finds that the notice is invalid. In those circumstances it is unnecessary to determine the further validity arguments advanced by the Tenants. As the notice is invalid, the Tribunal is unable to determine a market rent pursuant to that notice.

10. The Tribunal therefore strikes out the application 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.